

***United States Court of Appeals  
for the Second Circuit***



**SUPPLEMENTAL  
APPENDIX**





ORIGINAL

75-7004

United States Court of Appeals  
FOR THE SECOND CIRCUIT

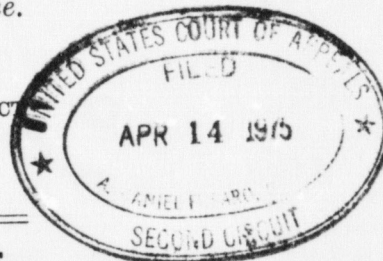
ARCHIE PELTZMAN,  
*Plaintiff-Appellant,*  
*vs.*

CENTRAL GULF LINES, INC. (sued herein as "CENTRAL  
GULF STEAMSHIP COMPANY"),  
*Defendant-Appellee.*

ON APPEAL FROM DECISION OF THE UNITED STATES DISTRICT  
COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

SUPPLEMENTAL APPENDIX OF DEFENDANT-  
APPELLEE, CENTRAL GULF LINES, INC.

LORENZ, FINN, GIARDINO & LAMBOS  
*Attorneys for Defendant-Appellee,*  
*Central Gulf Lines, Inc.*  
25 Broadway  
New York, NY 10004  
(212) 943-2470



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**Motion for Summary Judgment.**

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

Civil Action No. 73 Civ. 2911 W.K.

Pursuant to Rule 56

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ARCHIE PELTZMAN,

Plaintiff,

*against*

CENTRAL GULF LINES, INC. (sued herein as "CENTRAL  
GULF STEAMSHIP COMPANY"),

Defendant.

---

The defendant, Central Gulf Lines, Inc., moves this Court as follows:

1. To grant summary judgment pursuant to Rule 56 of the Federal Rules of Civil Procedure on the ground that there is no genuine issue as to any material fact and that the defendant is entitled to a judgment as a matter of law, on the ground that plaintiff has failed to state a claim upon which relief can be granted, in that:

Plaintiff was properly discharged pursuant to the union security clause of the contract between defendant and the American Radio Association, AFL-CIO, since plaintiff was not a member of the union at the time of his discharge by virtue of the fact that he had failed and refused to pay the initiation fee which was uniformly required by the union constitution and which was regularly demanded of those in plaintiff's position.

Dated: September 9, 1974, New York, N. Y.

ss/ L., F., G. & L.

LORENZ, FINN, GIARDINO & LAMBOS  
25 Broadway  
Attorneys for Defendant  
Central Gulf Lines, Inc.



**Affidavit of Clarence Edward Whitcomb, in Support  
of Motion for Summary Judgment.**

STATE OF LOUISIANA }  
PARISH OF ORLEANS } ss.:

CLARENCE EDWARD WHITCOMB, being duly sworn deposes  
and says:

1. I am the Manager of Marine Personnel for Central Gulf Lines, Inc. (Central Gulf), am employed in its main headquarters located in New Orleans and am fully familiar with the facts and circumstances herein.
2. This affidavit is submitted in support of Central Gulf's Motion For Summary Judgment and in response to plaintiff's request for a statement from ". . . the Port Captain or other knowledgeable officer in this matter . . . ."
3. Plaintiff was employed by Central Gulf as a radio operator for three consecutive voyages aboard its vessel the SS Green Ridge during the period August 6, 1970 to May 28, 1971.
4. On or about May 24, 1971 I received a telephone call from the New Orleans American Radio Association, AFL-CIO (ARA) agent inquiring of the whereabouts of the Green Ridge. The agent informed me that the ARA had a problem with the radio officer, Mr. Peltzman, and would probably have to replace him. I advised him that the vessel would be in New York on or about May 27-28.
5. On or about May 27, Mr. Vallis of the New York ARA office telephoned and informed me that the ARA had demanded that Mr. Peltzman pay the required initiation fee

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*Affidavit of Clarence Edward Whitcomb.*

and that if he refused he would have to be removed from his job.

6. On or about May 27, 1971 I called our New York office and spoke with Mr. George Atkinson, the Assistant Traffic Manager, and requested that he obtain clearance for the ARA representative to go aboard the Green Ridge when it arrived in New York—such clearance being required since the vessel was docking at the Bayonne Military Ocean Terminal. I also instructed Mr. Atkinson to inform the Master of the Green Ridge not to sign Mr. Peltzman on for the next voyage unless he produced a clearance from the union.

7. On May 28, 1971 Mr. Peltzman was handed a letter by the Captain which said, "In accordance with your request [for vacation] I have ordered a replacement. Please be advised that you will not be able to join the vessel without proper clearance from the union" (Exhibit A). Peltzman did not protest this action.

8. The Company also obtained an Individual Crew Information Form signed by the Master and plaintiff and which is made up in the normal course of business. It contained the notation, "This man requested a vacation relief—his union ARA Patrlomen states he can't . . . re-join until he becomes a union member" (Exhibit B). At this point in time Mr. Peltzman was listed on our records as being on vacation.

9. On August 24, 1971 the Company sent 18 telegrams to persons on the Green Ridge who were on vacation—erroneously including Mr. Peltzman—requesting that they notify the company whether they intended signing on the next voyage.



SA4

*Affidavit of Clarence Edward Whitcomb.*

10. On August 27th the Company received a telegram from Mr. Peltzman stating that he would rejoin and requested that the New York office arrange transportation (Exhibit C). On August 28th the Company telegraphed Mr. Peltzman that transportation on returning from vacation was not payable under the contract (Exhibit D).

11. On August 30th, during a telephone conversation with the ARA New York office, I was advised that Mr. Peltzman was not cleared by the union to rejoin the Green Ridge as he still had not paid the required initiation fee which had been demanded of him in May. I immediately informed our New York office to advise Mr. Peltzman to disregard our notice to report since I had been informed that Mr. Peltzman was not in good standing with the union. On August 30th, the Company sent a telegram to Mr. Peltzman to disregard the previous notice to rejoin the SS Green Ridge as the ARA had permanently assigned a radio officer. The same telegram was sent on August 31st to his new address (Exhibits E & F, respectively).

12. Having been informed by the union in May that he would not be permitted to return until he obtained union clearance and having subsequently been informed in August that that union clearance had not been obtained—because of his refusal to pay the initiation fee—the Company had no alternative but to refuse to employ Mr. Peltzman.

13. To do otherwise would have placed the Company in violation of Section 4(b) of the contract with the ARA which provides that:

“The Company agrees, as a condition of employment, that all employees in the bargaining unit shall become

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*Affidavit of Clarence Edward Whitcomb.*

and remain members of the union thirty (30) days after date of hiring."

14. The only other employee of the Company who, to my knowledge had any conversations with representatives of the ARA concerning plaintiff's employment was George A. Atkinson who is now retired.

15. It is submitted that the Company properly invoked the union security clause and properly refused to reemploy Mr. Peltzman in view of the fact that he was not a member in good standing in the ARA. Accordingly it is respectfully submitted that his claim be denied in all respects.

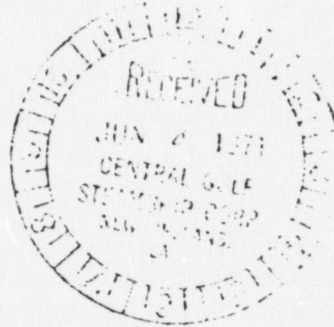
(Sworn to by Clarence Edward Whitcomb,  
September 4, 1974.)



SA6

**Exhibit A, Letter, May 28, 1971, Annexed to  
Foregoing Affidavit.**

International Trade Mart  
P. O. Box 53566  
NEW ORLEANS, LOUISIANA 70150



S.S. Green Ridge  
New York: N.Y.  
May 28, 1971

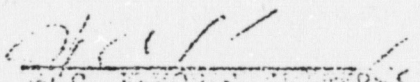
C  
O  
P  
Y

Mr. Archie Peltzman  
Radio Officer

Dear Mr. Peltzman:

In accordance with your request I have ordered a replacement. Please be advised that you will not be able to rejoin the vessel without proper clearance from the Union.

Yours truly

  
A.C. McNamee, Captain  
S.S. GREEN RIDGE

SA7

**Exhibit B, Individual Crew Information Form,  
Annexed to Foregoing Affidavit.**

CENTRAL GULF STEAMSHIP CORPORATION  
NEW ORLEANS, LA.

INDIVIDUAL CREW  
INFORMATION FORM  
CG 1602 (R 5/57)

MUST BE TYPED OR PRINTED

VESSEL <b>GREEN RIDGE</b>		VOYAGE NO.		NAME <b>ARCHIE PELTZMAN</b>		RATING <b>R/O</b>	
BOAT OR HULL NO. <b>Z-416614</b>		SOCIAL SECURITY NO. <b>115 01 0623</b>		UNION STATUS <b>A.R.A.</b>		CITIZENSHIP <b>AMERICAN</b>	
BIRTHPLACE CITY & STATE <b>NEWYORKCITY</b>		NATURALIZED-DATE		PLACE		NUMBER	
BIRTH DATE <b>1-15-14</b>		HEIGHT <b>5'3"</b>		WEIGHT <b>160</b>		COMPLEXION <b>RUDDY</b>	
IDENTIFICATION MARKS		LENGTH OF SEA SERVICE <b>7 YRS</b>		LICENSE-DATE <b>3-21-67</b>		COLOR HAIR <b>GR EY</b>	
U.S. NAVAL RESERVE STATUS		DATE OF ISSUE		EXPIRATION DATE		RATING <b>R/O 1ST</b>	
NEXT OF KIN -NAME <b>MORRIS PELTZMAN</b>		RELATIONSHIP <b>FATHER</b>		PREVIOUS EMPLOYER <b>MOORE MCCOOK</b>		PHONE NO. <b>NYC</b>	
SEAMAN'S PERMANENT MAILING ADDRESS <b>85 WORTMAN AVE, BKLYN 11207, N.Y.C.</b>		ADDRESS <b>185 WORTMAN AVE</b>		EMPLOYMENT TERM DATE <b>5-28-71</b>		PORT <b>NEW YORK</b>	
EMPLOYMENT-DATE PORT <b>AUG6-70 NEWYORK</b>		PLACE OF ASSIGNMENT <b>NEWYORK</b>		EMPLOYMENT TERM DATE <b>5-28-71</b>		PORT <b>NEW YORK</b>	
<input type="checkbox"/> Quit Voluntarily		<input type="checkbox"/> Discharge for Cause (Explain)		<input type="checkbox"/> Vessel Taken Out of Service		<input type="checkbox"/> Injury	
<input type="checkbox"/> Permit Man Removed by Union		<input type="checkbox"/> Removed by Union for Other Cause		<input type="checkbox"/> Illness		<input checked="" type="checkbox"/> Other (Explain)	
EXPLANATION <b>THIS MAN REQUESTED A VACATION RELIEF. HIS UNION ART PATROLMAN STATES HE CANT BE REJOIN UNTIL HE BECOMES A UNION MEMBER</b>							
FINAL WAGES-FROM TO <b>5-27-71 5-29-71</b>		AMOUNT <b>79.91 NET</b>		HOW PAID <b>CASH</b>		ARTICLES <input type="checkbox"/> On <input checked="" type="checkbox"/> Off	
						ALLOTMENT CANCELLED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Withholding Tax Exemption Certificate							
I. If you are SINGLE, write the figure 1							
II. If you are MARRIED, one exemption is allowed for the husband, and one exemption for the wife							
III. Additional exemptions for age, and blindness (wife 65 years of age or blind)							
IV. DEPENDENTS—(Must be closely related—contributing one-half of support—earning less than \$600.00)							
V. TOTAL NUMBER OF EXEMPTIONS CLAIMED							
MASTER OF VESSEL <i>John J. Higgins</i>				SIGNATURE OF SEAMAN <i>Archie J. Peltzman</i>			

YELLOW COPY—Ships Use until Termination of Seaman's Employment.

YELLOW COPY—Permanent Ships Copy

PINK COPY—To Be Mailed Immediately to New Orleans, La.



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**Exhibit C, Telegram, Annexed to Foregoing Affidavit.**

AUGUSTA GA 27 521P SBT  
CENTRAL GULF SS CORP  
NRLNS

YOUR TELEGRAM DATE TO JUL WILLIAMS 3500 STARDUST JR MARTINEZ  
GA DELIVERED MRS WILLIAMS 454PM. MRS WILLIAMS ADVISES  
PAUL WILLIAMS IN SAIGON  
WESTERN UNION TEL CO.

\*  
CENTRASHIP NLN  
ET+  
CENTRASHIP NLN

WUTLX NLNC176 SSB4-9 NS LLD213 PL (SY  
NA221) PDF  
NEWYORK NY 27 615P EDT  
CENTRAL GULF STEAMSHIP CO  
NRLNS (ROUTE TLX)

RECEIVED YOUR TELEGRAM THREE DAYS LATE WILL REJOIN REQUEST  
NEW YORK OFFICE ARRANGE TRANSPORTATION AND CALL TELEPHONE  
CL91238 FOR ARRANGEMENTS

ARCHI PELTZMAN.

(944)

NOTE: NO TRANSPORTATION  
PAYABLE

SA9

**Exhibit D, Telegram, August 28, 1971, Annexed to  
Foregoing Affidavit.**

NY NLND

CENTRASHIP NLN

HW 1 FAST PAID TELEGRAM PLEASE

CONFIRMATION OF DELIVERY REQUESTED  
-----

EB 9801 FPD NEWORLEANS AUGUST 28, 1971 11:53AM CDT

ARCHIE PELTZMAN  
105 WORTHMAN AVENUE  
BROOKLYN NY 11207

TRANSPORTATION RETURNING FROM VACATION NOT PAYABLE STOP  
CONFIRM OR OTHERWISE REJOINING AT YOUR TIME AND EXPENSE  
STOP IF NAGATIVE WILL CONSIDER YOUR EMPLOYMENT TERMINATED  
STOP CONFIRM

CENTRAL GULF STEAMSHIP CORPORATION

*CEW*

WJ NLND

CENTRASHIP NLN



SA10

**Exhibit E, Telegram, August 30, 1971, Annexed to  
Foregoing Affidavit.**

\*  
WJ NLND

\*  
CENTRASHIP NLN

HW 1 FAST PAID TELEGRAM

CONFIRMATION OF DELIVERY REQUESTED  
-----

ES 9802 FPD NEW ORLEANS AUGUST 30 1971 10.03AM CDT

MR ARCHIE PELTZMAN  
185 WORTMAN AVENUE  
BROOKLYN NY 11207

DISREGARD PREVIOUS NOTICE TO REJOIN OUR SS GREEN RIDGE  
AS ARA HAVE PERMANENTLY ASSIGNED A RADIO OFFICER

CENTRAL GULF SS CORP

*CEW*

SA11

**Exhibit F, Telegram, August 31, 1971, Annexed to  
Foregoing Affidavit.**

♦  
WU NLN

♦  
CENTRASHIP NLN

HW 1 FAST PAID TELEGRAM

CONFIRMATION OF DELIVERY REQUESTED  
-----

EB 9806 FPD NEW ORLEANS AUGUST 31 1971 10.50AM CDT 1 2

ARCHIE BELTZMAN  
8725 16TH AVE  
BROOKLYN 11214 NYC

CONFIRMING TELEGRAM SENT YESTERDAY TO YOUR PREVIOUS ADDRESS

QUOTE DISREGARD PREVIOUS NOTICE TO REJOIN OUR SS GREEN RIDGE  
AS A.R.A HAVE PERMANENTLY ASSIGNED A RADIO OFFICER  
UNQUOTE

CENTRAL GULF STEAMSHIP CORP

*CEU*



**Affidavit of Bernard L. Smith, in Support of Motion  
for Summary Judgment.**

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

BERNARD L. SMITH, being duly sworn, deposes and says:

1. I am the Secretary-Treasurer of the American Radio Association, AFL-CIO ("ARA" or "union"). The ARA is a national labor organization representing radio officers who, pursuant to a collective bargaining agreement (contract), are employed aboard vessels of member companies of major steamship employer associations and independent steamship companies including the defendant herein—Central Gulf Lines, Inc. (Central Gulf).

2. This affidavit is submitted in support of defendant's Motion For Summary Judgment.

3. Contrary to plaintiff's contention, as is shown hereinafter, he was not a union member at the time he was discharged by Central Gulf. Plaintiff was not a union member because he had failed and refused to pay the initiation fee which was uniformly required by the ARA's Constitution and which was regularly demanded of those in his position. Accordingly, defendant did not commit a breach of contract when it discharged plaintiff pursuant to the union security clause contained in the ARA-Central Gulf contract.

4. Plaintiff became an ARA member in 1944 and remained a member until he was suspended for nonpayment of dues on March 31, 1950. His suspension occurred in accordance with Article XII, Section 1(c) (Ex. I) of the ARA Constitution then in effect which provision provided for an automatic suspension upon a member becoming more than six months in arrears in dues payments. At the

*Affidavit of Bernard L. Smith.*

time of his automatic suspension, plaintiff was nine (9) months in arrears (Ex. II, p. 1).

5. It appears plaintiff at the time of his suspension from the union was unable to work in the industry because he could not obtain the required security clearance from the United States Coast Guard which clearance was a prerequisite to obtaining a Coast Guard license and to continued employment aboard United States merchant vessels.

6. In 1952, Article XII, Section 1(c) of the ARA Constitution was amended to read as follows:

"All members shall pay dues quarterly in advance. All members more than six (6) months in arrears shall be automatically expelled. An expelled member to re-enter the Union shall only be able to do so in accordance with the Permit Card provision of this Constitution". (Ex. III, p. 2).

7. By virtue of this provision which has been maintained in all subsequent amended ARA Constitutions, including the Constitution in effect when plaintiff returned to his former occupation and the one presently in effect (Ex. IV, p. 2, and Ex. V, p. 2 respectively), plaintiff and others similarly situated were deemed to be automatically expelled for being in arrears in dues in excess of six months. Accordingly they would be required to return under the provisions of the 1952 Constitution, i.e., as a new member.

8. Those individuals who were expelled or suspended for nonpayment of dues, and who subsequently returned to their former occupation, were required to pay the ARA initiation fee as a prerequisite to obtaining membership in this union.



*Affidavit of Bernard L. Smith.*

9. Many years after plaintiff's expulsion from the union, he made it known he intended to return to his former occupation of radio officer. Our records indicate that he filed an application for employment on or about December 12, 1967 with the ARA and he was assigned to an ARA contract company other than defendant.

10. His application was accepted under the referral system which had been established throughout the maritime industry during his 18-year absence and he was placed on the union's assignment list in Group 2—accepting such assignment without protest. He was referred for employment almost immediately thereafter.

11. Plaintiff's assignment to Group 2 was in accordance with Rule 4(b)(2) of the National Assignment Rules commonly referred to as Shipping Rules which provided (and still provides) that the Group 2 assignment list is to be comprised of radio officers or radio electronics officers who:

“ . . . prior to December 1, 1955 or since May 31, 1956 have been employed as licensed radio officers or radio electronics officers on vessels of companies under contract with the union.” (Ex. VI, p. 3)

12. Having been automatically suspended for non-payment of dues in 1950 and being out of the industry for 18 years, at the time of his application for employment he was registered and issued a Permit Card indicating his acceptance as a probationary member of the union in accordance with Article XII, Section 3(b) of the ARA Constitution (Ex. IV, p. 2).

13. Plaintiff, after having been employed for 360 days aboard ARA contract vessels became eligible for Group 1 status and he was thereupon transferred to the Group 1 shipping list in accordance with the Shipping Rules.

*Affidavit of Bernard L. Smith.*

14. In addition to being transferred to Group 1, having been employed for 12 months, he was also eligible for a full book membership in the union. As a condition of membership in the union, under the ARA's Constitution, he would be required to pay an initiation fee of \$2,000. (Ex. V, p. 2—Article XII, Section 3(c)).

15. Plaintiff made application for membership but refused to pay the required initiation fee and accordingly was not admitted to membership in the ARA. As a result of the refusal by the ARA to admit him into membership, plaintiff filed an unfair labor practice charge with the National Labor Relations Board charging that the ARA among other things had refused him membership in the union and had required “. . . the payment, as a condition precedent to become a member of such organization, a fee in an amount which is excessive and discriminatory” (Ex. VII, p. 1).

16. The NLRB Regional Director refused to issue a complaint stating in part that:

“The evidence establishes that the \$2,000 initiation fee to which the charge is addressed, uniformly is required for membership in the union . . .” (Ex. VII, p. 2).

17. Plaintiff's subsequent appeal of the Regional Director's refusal to issue a complaint was also denied by the Board's General Counsel who found that:

“Under all the circumstances, the burden of establishing that the American Radio Association unlawfully denied your reinstatement could not be sustained. The evidence disclosed that you had been expelled from the Association for nonpayment of dues. Even assuming, without actually deciding, that you were on ‘inactive’ status, such status did not privilege you to



*Affidavit of Bernard L. Smith.*

withhold dues, and therefore, it appeared that the Association validly expelled you, thus necessitating that you re-enter the Association as a new member." (Ex. VII, p. 4).

18. Notwithstanding this decision, plaintiff continued to refuse to pay the required initiation fee. This did not affect his right to continued employment aboard ARA contract vessels and to the benefit of all hiring hall privileges for job assignments in a non-discriminatory manner. Plaintiff continued sailing in a temporary position aboard vessels of various ARA contract companies.

19. In August of 1970 he was assigned to a permanent position aboard defendant's vessel SS Green Ridge and sailed on that vessel until mid-1971. By reason of the fact of his permanent employment aboard the Green Ridge, the union insisted on his becoming an ARA member. Such demand is uniformly made of all individuals obtaining permanent employment since that status results in continuing employment in excess of the 30 day period contained in the union security clause.

20. In May of 1971 plaintiff was notified in writing by a letter (Ex. VIII) delivered to him aboard the SS Green Ridge by an ARA Patrolman, that in accordance with Section 4(b) of the ARA-Central Gulf contract (Ex. IX) he was required, as a condition of employment, to become an ARA member in good standing. The letter further stated that he had 30 days to pay the \$2,000 initiation fee required for acquiring union membership and that, if he failed to make the payment, the union would have no alternative but to request his discharge by defendant.

21. Plaintiff continued his refusal to pay the required initiation fee. Failing to become a union member, the ARA

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*Affidavit of Bernard L. Smith.*

refused to issue him a clearance to return to employment with defendant and he was discharged by defendant in accordance with the union security clause of the ARA-Central Gulf contract.

22. On September 14, 1971, plaintiff filed unfair labor practice charges with the National Labor Relations Board against defendant Central Gulf and the ARA concerning the same subject matter of the instant complaint. After a full investigation, the Regional Director of the National Labor Relations Board, Region 2, refused to issue complaints stating in a letter to the ARA on October 26, 1971, that:

"The evidence does not tend to establish that the above-named Union violated the National Labor Relations Act. The evidence establishes that pursuant to a valid Union security agreement you were obligated to pay an initiation fee to the Union which you refused to do after notification by the Union that such fees were due. Under such circumstances the refusal by the Union to refer you to your former permanent position aboard the SS Green Ridge was permissible." (Ex. X).

and in a letter to plaintiff on the same date that:

"The evidence establishes that the company refused to rehire you as a crew member aboard the SS Green Ridge pursuant to a valid union security clause between it and the American Radio Association, AFL-CIO because of your failure to remit initiation fees after notification by the latter that such fees were due and not for any reason prohibited by the aforesaid Act. I, therefore, am refusing to issue a complaint in this matter." (Ex. XI).

Subsequent appeals to the General Counsel of the NLRB to reverse these rulings were denied.



*Affidavit of Bernard L. Smith.*

23. Plaintiff erroneously claims he was a member of the ARA and thus was not required to pay an initiation fee. At the time he ceased his employment during 1949, he ceased paying his ARA dues. The Constitution provided that:

"A member in good standing who shall accept employment outside of the jurisdiction of this Union, or who shall retire, or be promoted to a position which shall make him ineligible to membership, shall be entitled to a withdrawal card from the Union." (Ex. I, Article XII, Section 2).

The union's records establish plaintiff was not on withdrawal status at the time he left the industry in 1949 or at any time subsequent thereto. As of March 31, 1950, he was no longer a member in good standing. In accordance with the union Constitution, on that date, he had been automatically suspended from the ARA for nonpayment of dues.

24. Assuming arguendo plaintiff was on withdrawal status in 1949 as opposed to the automatic suspension which occurred, such status would still mandate that he not be eligible for reinstatement to ARA membership. During the mid-1950's the National Assignment Rules were negotiated between the ARA and ARA contract companies. These rules contained a group system of employment. The purpose of the rules was to establish a pool of employees available for employment who were earning their livelihood in the industry at the time the Rules were negotiated. Plaintiff had been away from the industry since mid-1949 and could not be considered as one of those available for employment. No former members who had obtained withdrawal cards several years prior to the National Assignment Rules were reinstated. Such individuals were required to enter as new members, i.e., to pay an initiation fee.

*Affidavit of Bernard L. Smith.*

25. Contrary to plaintiff's claim, he was treated no differently than all similarly situated individuals by requiring that he pay an initiation fee as a prerequisite to obtaining membership in the union. He was treated in the same manner as any new applicant for ARA membership and was treated in the same manner as all other individuals who had lost their ARA membership who subsequently sought re-entry into the union. The rules and regulations of the union were uniformly and impartially applied to his case as they have been to all persons similarly situated.

26. I have thoroughly reviewed the union's records. Throughout its existence 10 men, as set forth hereinafter, have lost their ARA membership by reason of non-payment of dues or a withdrawal card predating the National Assignment Rules and have subsequently returned to employment in the industry. Each of these men, like plaintiff, were treated in the same manner as a new applicant for membership. In accordance with the ARA Constitution, as a prerequisite to obtaining membership in the union, they were required to pay, and did in fact pay, an initiation fee:

<i>Name</i>	<i>Date ARA Membership Lost</i>	<i>Date of New ARA Membership</i>	<i>Initiation Fee Paid</i>
Amory L. Allen	Sept. 30, 1949	Apr. 2, 1970	\$2,000
Harry Kushner	June 30, 1952	Oct. 16, 1958	500
Henry Doxsee	Apr. 1, 1959	Oct. 1, 1969	1,000
Chris Lancaster	Apr. 1, 1955	Oct. 8, 1968	1,000
Salvatore Casella	Apr. 1, 1954	July 7, 1965	1,000
Amos Laing	Apr. 1, 1954	April 3, 1964	1,000
Joseph Newbrough	Oct. 1, 1957	Jan. 5, 1965	1,000
Ernest Adelman	July 1, 1953	Apr. 7, 1967	1,000
Edward Homer	Dec. 28, 1949	Mar. 8, 1972	1,000
Jose Ocampo	June 30, 1951	Oct. 8, 1968	1,000

(Ex. XII, a-j respectively)



*Affidavit of Bernard L. Smith.*

27. Kushner and Allen, like plaintiff, were originally automatically suspended for dues arrearages in June 1952 and September 1949. Upon their return to ARA membership both men paid the required initiation fee.

28. Doxsee, Lancaster, Casella, Laing, Newbrough and Adelman were, in accordance with the ARA Constitution, automatically expelled for dues arrearages and they too, paid the required initiation fee in order to obtain new ARA membership.

29. Ocampo and Homer had withdrawal cards and they, too, were required to pay the initiation fee in order to obtain new ARA membership.

30. The ARA initiation fee was increased from \$1,000 to \$2,000 in April, 1967. Anyone working in Group 2 status at the time of the increase in the initiation fee was required to pay only the \$1,000 fee in effect at the time they started shipping. Plaintiff started shipping in December of 1967 and accordingly a \$2,000 initiation fee was required for his membership.

31. Homer, who like plaintiff, was unable to obtain the required coast guard security clearance paid an initiation fee of \$1,000 rather than the \$2,000 which would have been required by virtue of his starting shipping in March of 1968. The \$1,000 fee was agreed upon as a settlement of a threatened lawsuit. Homer claimed he was not required to pay any fee because he had gone on withdrawal status in 1949. Homer finally agreed that an initiation fee was required but disputed the amount of that fee. The union recognized the fact that the cost of litigation over the amount of the fee would be far in excess of the amount in question and decided that it was in its best interest to settle upon a \$1,000 fee for Mr. Homer.

SA21

*Affidavit of Bernard L. Smith.*

32. Plaintiff has never questioned the amount of the initiation fee required. Rather he has steadfastly maintained that he should not be required to pay any initiation fee whatsoever.

33. Plaintiff has not been treated differently than all similarly situated individuals. To the contrary, he in fact seeks to be treated differently by seeking to obtain ARA membership without payment of the initiation fee uniformly required by the Constitution and regularly demanded of those in his position.

(Sworn to by Bernard L. Smith, September 6, 1974.)



**Exhibit I, Article XII, Annexed to Foregoing Affidavit.**

roll call of all persons attending each meeting and their union status.

(g) A permanent register shall be kept at each Branch Office in which members attending membership meetings shall sign their name and book number.

(h) Special membership meetings may be held at any Branch office whenever the official in charge of such Branch shall deem it necessary and desirable, or at the request of the National Council.

(i) Permit card members of the Union shall have the right at the discretion of the Branch meeting, to attend the meeting with voice but no vote.

**Article XII****RIGHTS AND DUTIES OF MEMBERS**

Section 1. (a) All rights in this Union belong equally to all members in good standing without discrimination because of race, color, sex, religious belief, national origin, or political affiliation who support and defend the Constitution of the United States and the laws of this Union.

(b) All members in good standing shall have the right to attend any Branch membership meeting with full voice and vote and it shall be the duty of each member to attend such regular and special membership meetings which may be held.

(c) All members shall pay dues quarterly in advance. A member more than six months in arrears in dues shall be automatically suspended. A suspended member may be reinstated upon payment of all dues arrears and other financial obligations, and recommendation of the National Council and a Branch membership meeting.

(d) A member who was in good standing at the time of taking an assignment and who is at sea shall be considered to be in good standing until the end of the voyage or until he shall return to the United States.

(e) A member who is in arrears because of bona-

fide illness, and who can present proof of such illness may be excused from payment of dues until such time as he is able to accept employment; provided that upon completion of thirty days employment, or one voyage he shall be required to pay all dues arrears.

(f) It shall be the duty of every member in good standing to vote in any election or referendum conducted by the Union.

(g) It shall be the duty of each member to be true and loyal to the Union and he shall not engage in any anti-union activity.

(h) A member in good standing shall mean a full book member who has paid all dues and assessments, and who has carried out all the duties and obligations required of him under the Constitution.

**WITHDRAWAL**

Section 2. A member in good standing who shall accept employment outside the jurisdiction of this Union, or who shall retire, or be promoted to a position which shall make him ineligible to membership, shall be entitled to a withdrawal card from the Union. A withdrawal member shall be reinstated upon his becoming eligible again, provided that a member who shall have held a withdrawal card for a period of less than one year, and who shall apply for reinstatement within such year shall be required to pay all dues arrears and other financial obligations, plus a reinstatement fee of \$25.00 before such member shall be reinstated to membership in good standing. A withdrawal member applying for reinstatement after one year shall pay a reinstatement fee of \$50 plus the current quarter's dues. All reinstatements shall be subject to approval of a Branch membership meeting. All reinstated members shall be subject to such employment rules as may be promulgated by the Union.



**Exhibit II, Certificate of Efficiency, Annexed to  
Foregoing Affidavit.**

PHONE

[illegible]



SA24

Exhibit II, Certificate of Efficiency, Annexed to  
Foregoing Affidavit.

CERTIFICATE OF EFFICIENCY NR. 3416 619

NAME

Peltzman, Archie

HOME ADDRESS

988 Simpson St., NYC

PHONE

LOCAL ADDRESS

PHONE

## DUES PAYABLE

## CREDITS

*Admitted from previous status*

1ST QUARTER 1944

2ND QUARTER

3RD QUARTER

4TH QUARTER

12 -

12 -

12 -

12 -

8/25/44

9/15/44

1/23/45

6836

10148

13023

12 -

12 -

12 -

1ST QUARTER 1945

2ND QUARTER

3RD QUARTER

4TH QUARTER

12 -

12 -

12 -

12 -

1/23/45

4/4/45

7/6/45

10/9/45

13024

14645

16511

18064

12 -

12 -

120

12 -

1ST QUARTER 1946

2ND QUARTER

3RD QUARTER

4TH QUARTER

12 -

12 -

12 -

12 -

1/14/46

3/20/46

11/30/46

12

9023

31149

267

268

12 -

12 -

12 -

12 -

*Suspended*

EAR 3. 11050

## ARREARS

## CREDITS

1/14/43

4/25/44

5434

6835

860

3225

12 -

25

8850

## ASSESSMENTS

## CREDITS

Surt 87. 52-44

52-44

54-44

51-45

52-45

53-45

54-45

51-46

52-46

53-46

54-46

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8/1/44 SP 861

8/1/44 SP 2883

4/23/45 SP 5937

SP 5935

4/4/45 SP 7547

7/6/45 SP 9401

10/9/45 SP 11108

1/1/46 SP 6123

3/20/46 SP 3837

11/30/46 SP 284A

SP 290A

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01346

SA251

Exhibit II, Certificate of Efficiency, Annexed to  
Foregoing Affidavit.

284 LICENSE NO. TLT

CLASS

1936-1937 STRIKES

SHIP RECORD			
VESSEL	FROM	TO	RATING AND WAGE
Wm. Penn	10/7/43	11/25/44	
Wm. Penn	11/25/44	9/1/45	ch.
Wm. Penn	9/1/45	11/1/46	ch.
"	6/25/46	11/21/46	only
Benjamin Hill	12/26/46	6/29/47	only
Wm. Penn	8/6/47	1/20/48	only
Wm. Penn	3/2/48	7/12/48	only
Wm. Penn	12/2/48	6/23/49	only
			Bluff Bluff.
			Bluff Bluff
			U.S. Nav.
			Bluff Bluff.

VOTED 1937 REFERENDUM

NOTE: CHIEF OPERATOR DESIGNATED AS—CH.

1ST ASST	"	"	"	1ST.
2ND "	"	"	"	2ND
3RD "	"	"	"	3RD

HARRIS TELEGRAPH AND



GOLDSMITH BROS., Stationers & Printers, 77 Nassau St., N. Y. 2, CO 77913

FORM 1120-12

DATE	ITEMS	FOLIO	CERTIFY	DATE	ITEMS	FOLIO	CERTIFY
7/10	vac	6.68		12/30/67	Bureaued his only T	3/4/68	
10/5/70	'9031	70	4/70	7/8/68	Anastasio's only T	12/30/68	
6/30/70	18069	70	3/70	11/24/68	Rutgers he only T	11/1/69	
3/10/70	FF= 6769	40	70	8/18/69	Diazans WLL only T	12/16/69	
10/5/70	'9031	70	4/70	3/10/70	Retire & full time day T	6/30/70	
7/70	vac	6.68		5/6/70	Lynch/Rutgers only p		

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	ACCOUNT NO.
	NAME
	ADDRESS

Belgiman Q.

TERMS	RATING	CREDIT LIMIT

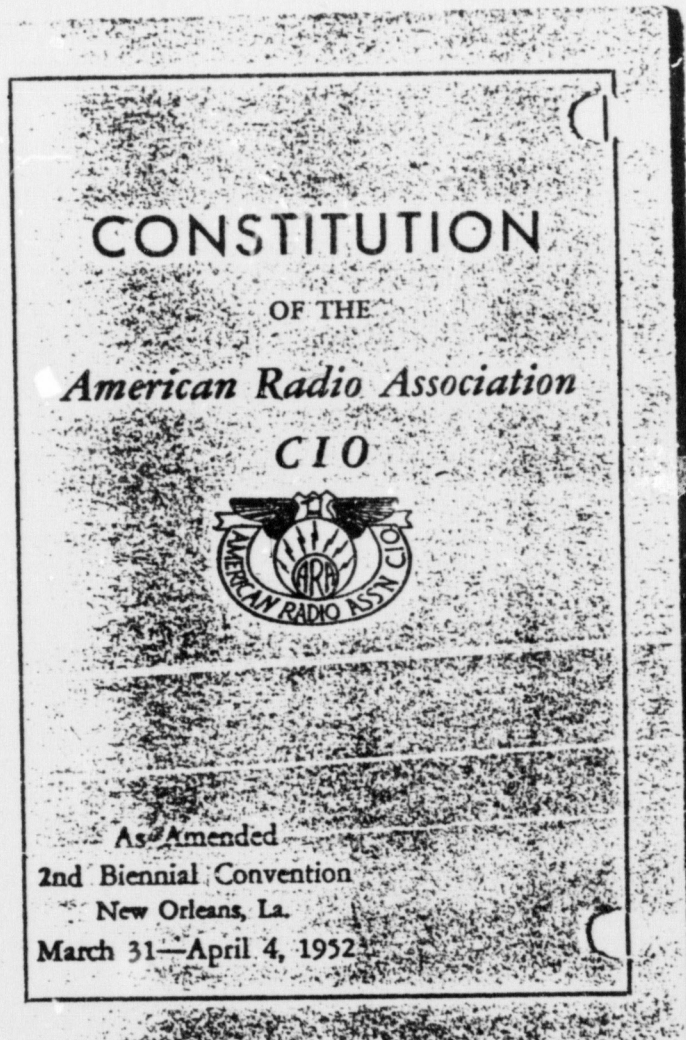
**SUBJECT NO.**

DATE	ITEMS	FOLIO	DEBITS
1/5/71	FF-6351	40-71	
1/1/71	12-437	70-171	
6/7/71	19438	70-3/71	
6/3/71	Vacation	(344.52)	
11	1084	75-3/71	
	1085	75-4/71	
			Paid 5.00



SA28

Exhibit III, pp. 22-25 Constitution, Annexed to  
Foregoing Affidavit.





*Exhibit III, pp. 22-25 Constitution, Annexed to  
Foregoing Affidavit.*

of such contemplated change. Any action taken at meetings held in other than an officially approved place shall be without force or effect.

(d) The quorum for a regular or special membership meeting shall not be less than five (5) members in good standing plus one official at all Branch offices; provided however that at the Branch offices of New York and San Francisco the quorum shall be ten (10).

(e) All matters solely affecting a Branch office shall be decided by the Branch membership meeting. All other matters shall be decided by a majority of members voting at all Branch meetings; provided however, that matters so decided are not in violation of any of the laws of the Union.

(f) Minutes shall be kept of all meetings and shall show the names of members making and seconding motions, the names of members participating in the discussion and action taken with an indication of votes for and against. The minutes shall include a complete roll call of all persons attending each meeting and their union status.

(g) A permanent register shall be kept at each Branch Office in which members attending membership meetings shall sign their name and book number.

(h) Special membership meetings may be held at any Branch office whenever the official in charge of such Branch shall deem it necessary and desirable, or at the request of the National Council.

(i) Permit card members of the Union shall have the right at the discretion of the Branch meeting, to attend the meeting with voice but no vote.

#### Article XII RIGHTS AND DUTIES OF MEMBERS

Section 1. (a) All rights in this Union belong equally to all members in good standing without discrimination because of race, color, religious belief,

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to do so shall be just cause for disciplinary action.

(j) Upon being assigned to a vessel a Radio Officer shall certify that he will not engage in operating an amateur radio station aboard such vessel at sea or in port. Violation of this section shall be considered immediate cancellation of the assignment which was issued and the job shall be recalled to the list just as if no assignment had been made. Any member found guilty of violation of this section more than once shall be subject to expulsion from the Union for activities detrimental to the welfare of the membership.

#### WITHDRAWAL

Section 2. A member in good standing who shall accept employment outside the jurisdiction of this Union, or who shall retire, or be promoted to a position which shall make him ineligible to membership, shall be entitled to a withdrawal card from the Union. A withdrawal member shall be reinstated upon his becoming eligible again, provided that a member who shall have held a withdrawal card for a period of less than one year, and who shall apply for reinstatement within such year shall be required to pay all dues arrears and other financial obligations, plus a reinstatement fee of twenty-five (25) dollars before such member shall be reinstated to membership in good standing. A withdrawal member applying for reinstatement after one year shall pay a reinstatement fee of one hundred twenty dollars (\$120) plus the current quarter dues. All reinstatements shall be subject to approval of the National Council and a Branch Membership Meeting. All reinstated members shall be subject to such employment rules as may be promulgated by the Union.

#### MEMBERSHIP ELIGIBILITY

Section 3. (a) Any person who shall seek membership in this Union shall be required to file with the

24

national origin, or political affiliation who support and defend the Constitution of the United States and the laws of this Union.

(b) All members in good standing shall have the right to attend any Branch membership meeting with full voice and vote and it shall be the duty of each member to attend such regular and special membership meetings which may be held.

(c) All members shall pay dues quarterly in advance. All members more than six (6) months in arrears shall be automatically expelled. An expelled member to reenter the Union shall only be able to do so in accordance with the Permit Card provisions of this Constitution.

(d) A member who was in good standing at the time of taking an assignment and who is at sea shall be considered to be in good standing until the end of the voyage or until he shall return to the United States.

(e) A member who is in arrears because of bona-fide illness, and who can present proof of such illness may be excused from payment of dues until such time as he is able to accept employment; provided that upon completion of thirty days employment, or one voyage he shall be required to pay all dues arrears.

(f) It shall be the duty of every member in good standing to vote in any election or referendum conducted by the Union.

(g) It shall be the duty of each member to be true and loyal to the Union and he shall not engage in any anti-union activity.

(h) A member in good standing shall mean a full book member who has paid all dues and assessments, and who has carried out all the duties and obligations required of him under the Constitution.

(i) It shall be the duty of each member employed on a vessel to abide by the Union collective bargaining agreement applicable to such vessel and failure

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Secretary-Treasurer an application for membership.

(b) An applicant for membership as a Marine Radio Officer shall be on probation, and shall not be accepted as a full book member until having worked under Union clearance for a period of twelve (12) months. Such applicant for membership shall be issued a permit card upon assignment and shall pay one quarter's dues at that time, and shall pay all dues and assessments for that period of time actually employed under Union clearance until accepted as a full book member.

(c) The initiation fee for new applicants for membership shall be one hundred dollars (\$100.00). The initiation fee for all other persons seeking entry in the American Radio Association shall be two hundred fifty dollars (\$250.00). All initiation fees and dues must be fully paid before membership is granted.

(d) The National Council may waive the provisions of this section during an organizing drive.

(e) The President shall prepare a periodic survey of ARA membership with a view to preventing the membership from increasing beyond the number who can be reasonably expected to obtain employment, on the one hand, and to prevent the membership from decreasing below the level needed to man Union contract ships and maintain Union facilities, on the other. Only when there is danger that the latter condition will prevail shall new applicants be admitted to full book membership.

(f) Before an applicant for membership shall be accepted into the Union he shall be first approved by the National Council.

#### DUES

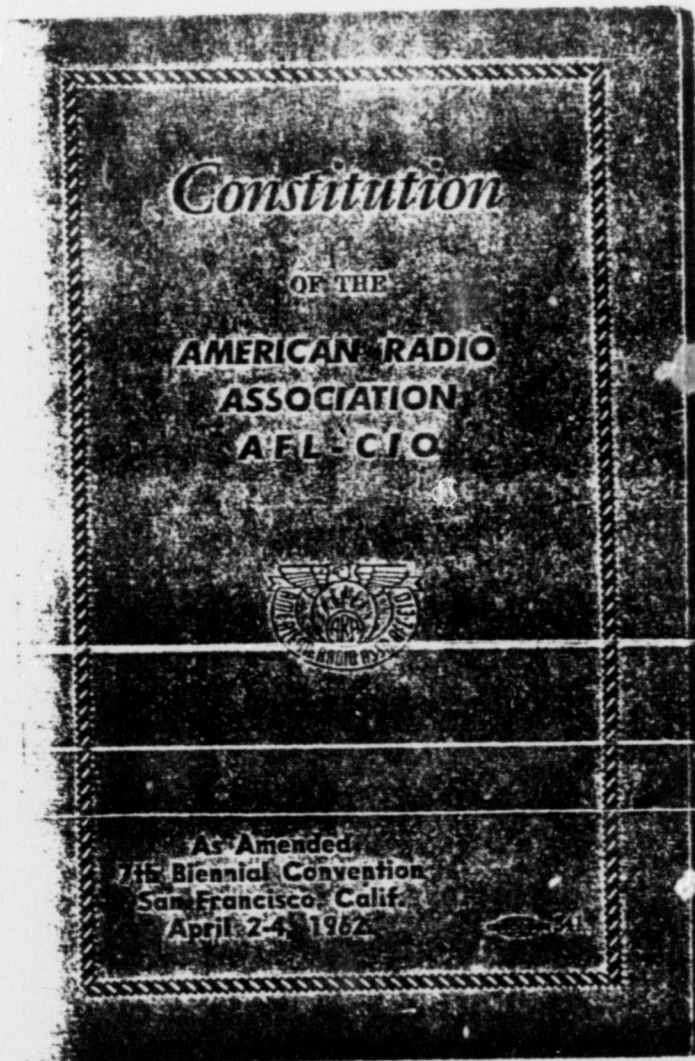
Section 4. Marine Radio Officers shall pay dues at the rate of \$30.00 per quarter in advance.

Section 5. To take three dollars per year per member

25

SA30

Exhibit IV, pp. 29-32 Constitution, Annexed to  
Foregoing Affidavit.





**Exhibit IV, pp. 29-32 Constitution, Annexed to  
Foregoing Affidavit.**

matters so decided are not in violation of any of the laws of the Union.

(f) Minutes shall be kept of all meetings and shall show the names of members making and seconding motions, the names of members participating in the discussion and action taken with an indication of votes for and against. The minutes shall include a complete roll call of all persons attending each meeting and their union status.

(g) A permanent register shall be kept at each Branch Office in which members attending membership meetings shall sign their name and book number.

(h) Special membership meetings may be held at any Branch office whenever the official in charge of such Branch shall deem it necessary and desirable, or at the request of the National Council.

(i) Permit card members of the Union shall have the right at the discretion of the Branch meeting, to attend the meeting with voice but no vote.

#### Article XII

##### RIGHTS AND DUTIES OF MEMBERS

Section 1. (a) All rights in this Union belong equally to all members in good standing without discrimination because of race, color, religious belief, national origin, or political affiliation who support and defend the Constitution of the United States and the laws of this Union.

(b) All members in good standing shall have the right to attend any Branch member-

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ship meeting with full voice and vote and it shall be the duty of each member to attend such regular and special membership meetings which may be held.

(j) For using amateur radio equipment aboard ships for the exchange of commercial communications or for the handling of third party traffic, upon being found guilty by a Trial Committee, first offense, \$100 fine; 2nd offense, \$300 fine and relinquishing the assignment to the vessel; third offense, expulsion and relinquishing the assignment to the vessel. The text of this subsection shall be posted on any amateur radio transmitter carried aboard ship by any ARA member.

(k) Anyone working on his license aboard a United States merchant marine vessel, or an AKA contract vessel as Radio Officer, whether such job be Union or non Union, MST or civilian, shall not be eligible for withdrawal and shall not be issued a withdrawal card.

(l) All members shall pay dues quarterly in advance. All members more than six (6) months in arrears shall be automatically expelled. An expelled member to reenter the Union shall only be able to do so in accordance with the Permit Card provisions of this Constitution.

(m) A member who is in good standing at the time of taking an assignment and who is at sea shall be considered to be in good standing until the end of the voyage or until he shall return to the United States.

(n) A member who is in arrears because of bona fide illness, and who can present proof of such illness may be excused from payment of dues until such time as he is able to accept employment; provided that upon completion of thirty (30) days employment, or one voyage he shall be required to pay all dues arrears.

(o) It shall be the duty of every member in good standing to vote in any election or referendum conducted by the Union.

(p) It shall be the duty of each member to be true and loyal to the Union and he shall not engage in any anti-union activity.

(q) A member in good standing shall mean a full book member who has paid all dues and assessments, and who has carried out all the duties and obligations required of him under the Constitution.

(r) It shall be the duty of each member employed on a vessel to abide by the Union col-

-30-

lective bargaining agreement applicable to such vessel and failure to do so shall be just cause for disciplinary action.

(s) All assessments. All reinstatements shall be subject to approval of the National Council and a Branch membership meeting. All reinstated members shall be subject to such employment rules as may be promulgated by the Union.

##### MEMBERSHIP ELIGIBILITY

Section 3. (a) Any person who shall seek membership in this Union shall be required to file with the Secretary-Treasurer an application for membership.

(b) An applicant for membership as a Marine Radio Officer shall be on probation, and shall not be accepted as a full book member until having worked under union clearance for a period of twelve (12) months. Such applicant for membership shall be issued a permit card upon assignment and shall pay one quarter's dues at that time, and shall pay all dues and assessments for that period of time actually employed under Union clearance until accepted as a full book member.

(c) The initiation fee for applicants for membership in the American Radio Association shall be one thousand dollars (\$1000). All initiation fees and dues must be fully paid before membership is granted.

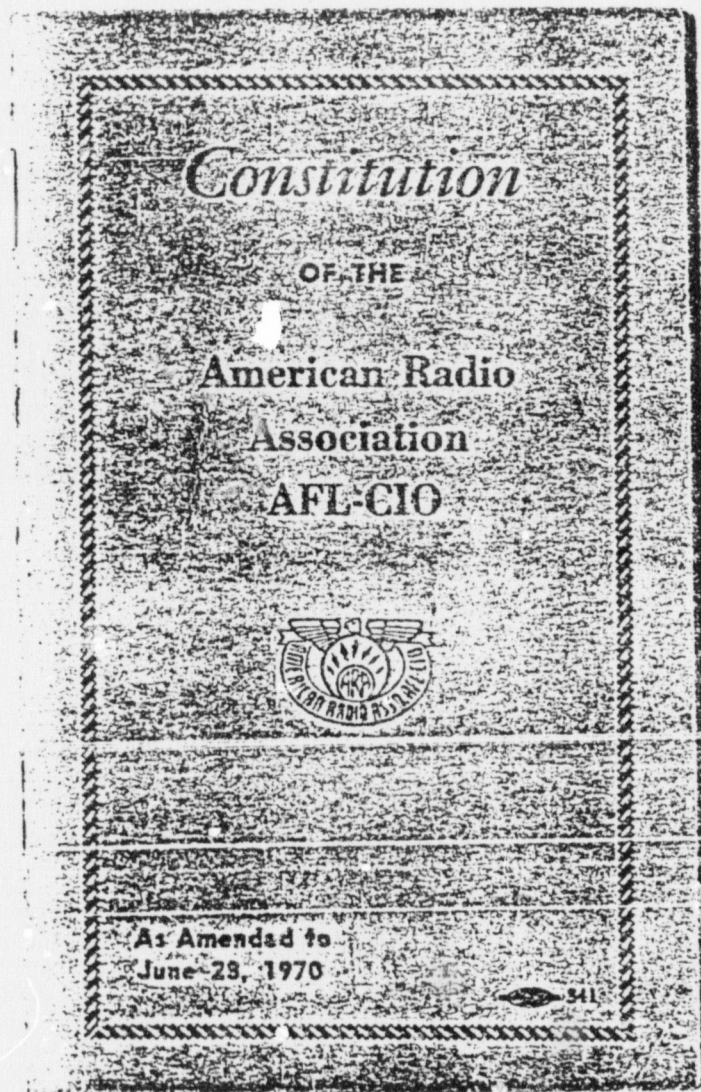
-31-

-32-

SA32

Exhibit V, pp. 29-32 Constitution June 23, 1970,  
Annexed to Foregoing Affidavit.

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*Exhibit V, pp. 29-32 Constitution June 23, 1970,  
Annexed to Foregoing Affidavit.*

have the right at the discretion of the Branch meeting, to attend the meeting with voice but no vote.

#### Article XII

##### RIGHTS AND DUTIES OF MEMBERS

Section 1. (a) All rights in this Union belong equally to all members in good standing without discrimination because of race, color, sex, religious belief, national origin, or political affiliation who support and defend the Constitution of the United States and the laws of this Union.

(b) All members in good standing shall have the right to attend any Branch membership meeting with full voice and vote and it shall be the duty of each member to attend such regular and special membership meetings which may be held.

(c) All members shall pay dues quarterly in advance. All members more than six (6) months in arrears shall be automatically expelled. An expelled member to reenter the Union shall only be able to do so in accordance with the Permit Card provisions of this Constitution.

(d) A member who is in good standing at the time of taking an assignment and who is at sea shall be considered to be in good standing until the end of the voyage or until he shall return to the United States.

(e) A member who is in arrears because of bona fide illness, and who can present proof of

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##### WITHDRAWAL

Section 2. (a) A member in good standing who shall accept employment outside the jurisdiction of this Union, or who shall retire, or be promoted to a position which shall make him ineligible to membership, shall be entitled to a withdrawal card from the Union, which shall be valid for three (3) years. A withdrawal member who shall have held a withdrawal card for a period of less than three (3) years and who shall apply for reinstatement within such period shall be required to pay, as a reinstatement fee, all dues and other financial obligations which he would have paid during such period, before such member shall be reinstated to membership in good standing. All those who have been on withdrawal for three (3) years or longer, shall re-enter the Union, subject to Section 3 of Article XII (as a new member) and he shall be required to meet all obligations set forth therein. All reinstatements shall be subject to approval of the National Council and a Branch membership meeting. All reinstated members shall be subject to such employment rules as may be promulgated by the Union.

(b) Anyone working on his license aboard a United States merchant marine vessel, or an ARA contract vessel as Radio Officer, whether such job be Union or non-Union, MSTS or civilian, shall not be eligible for withdrawal and shall not be issued a withdrawal card.

##### MEMBERSHIP ELIGIBILITY

Section 3. (a) Any person who shall seek membership in this Union shall be required to

-31-

such person may be excused from paying dues until such time as he is able to accept employment; provided that upon completion of thirty (30) days employment, or one voyage he shall be required to pay all dues arrears.

(f) It shall be the duty of every member in good standing to vote in any election or referendum conducted by the Union.

(g) It shall be the duty of each member to be true and loyal to the Union and he shall not engage in any anti-union activity.

(h) A member in good standing shall mean a full book member who has paid all dues and assessments, and who has carried out all the duties and obligations required of him under the Constitution.

(i) It shall be the duty of each member employed on a vessel to abide by the Union collective bargaining agreement applicable to such vessel and failure to do so shall be just cause for disciplinary action.

(j) For using amateur radio equipment aboard ships for the exchange of commercial communications or for the handling of third party traffic, upon being found guilty by a Trial Committee, first offense, \$100 fine; 2nd offense, \$100 fine and relinquishing the assignment to the vessel; third offense, expulsion and relinquishing the assignment to the vessel. The text of this subsection shall be posted on any amateur radio transmitter carried aboard ship by any ARA member.

-30-

file with the Secretary-Treasurer an application for membership.

(b) An applicant for membership as a Marine Radio Officer shall be on probation, and shall not be accepted as a full book member until having worked under union clearance for a period of twelve (12) months. Such applicant for membership shall be issued a permit card upon assignment and shall pay one quarter's dues at that time, and shall pay all dues and assessments for that period of time actually employed under Union clearance until accepted as a full book member.

(c) The initiation fee for applicants for membership in the American Radio Association shall be two thousand dollars (\$2000). All initiation fees and dues must be fully paid before membership is granted.

(d) The National Council may waive the provisions of this section during an organizing drive.

(e) Before an applicant for membership shall be accepted into the Union he shall be first approved by the National Council, and shall take the following oath: "I solemnly swear to be true and loyal to the Union and the labor cause, and to put into practice the principles laid down in the Constitution and to obey all rules the Union may adopt."

##### DUES

Section 4. (a) The number of members registered on the Union rolls shall be computed at the end of each calendar quarter. Should the number of members registered on the Union's roll be not more than 1050 nor less than 1000

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**Exhibit VI, pp. 1-5 National Assignment Rules,  
Annexed to Foregoing Affidavit.**

**NATIONAL ASSIGNMENT  
RULES**

**American Radio  
Association  
AFL-CIO**



**As Amended to  
August 30, 1966**

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*Exhibit VI, pp. 1-5 National Assignment Rules  
Annexed to Foregoing Affidavit.*

**NATIONAL ASSIGNMENT RULES**

Rule 1. It is the policy of the Union that Radio Officers shall be offered employment through the Employment Offices of the Union in accordance with the principle of rotary hiring. The Union may through regular meetings make such additional rules as they may deem necessary which do not conflict with the intent and purposes or procedures outlined in these rules and in the various collective bargaining agreements.

Rule 2. The Secretary-Treasurer shall be the coordinating officer for the administration of these rules, and the actual carrying out of the assignment procedures herein described in the Port of New York. In ports other than the Port of New York, the actual carrying out of the assignment procedures herein described shall be the duty of the Union Officials and/or Branch Assignment Committees.

Rule 3. The term "Radio Officer" as used in these rules shall mean a qualified and experienced Radio Officer who is eligible for employment on vessels under contract to the Union. With the exception of Rule 4 (b) 1 (h), whenever "Radio Officer" is used herein it shall also mean Radio Electronics Officer.

**NATIONAL ASSIGNMENT LIST**

Rule 4. (a) A National Assignment List shall be maintained by the Union. Such list shall be posted in each Branch Employment Office of the Union.

(b) The Assignment List shall consist of four groups of Radio Officers and referrals shall be made in the following order of priority:

- 1 -

(1) Group 1. Those who have been certified as belonging to the "Regular Employment Pool." A list containing the names of Licensed Radio Officers in this group shall be available for inspection in every Union-operated employment office, and shall consist of:

(a) Those employed as Licensed Radio Officers on any Dry-Cargo, Passenger, Tanker, and/or Collier vessel by employers having a contract with the Union at any time during the period of December 1, 1955, and May 31, 1956, inclusive.

(b) Those who were registered for employment on May 31, 1956, at any one of the Union-operated employment offices referred to in Section 4(a) A herein.

(c) Those incapable of working between December 1, 1955 and May 31, 1956, on contract vessels, as aforesaid, because of engagement in official Union business.

(d) Those who were hospitalized or otherwise incapacitated because of a physical disability during the period of December 1, 1955 and May 31, 1956, but who were employed as a Licensed Radio Officer on a contract vessel or registered for employment at a Union-operated employment office immediately prior to such hospitalization or incapacitation.

(e) Those on an authorized extended leave of absence from the industry affected by the contracts referred to herein, immediately prior to December 1, 1955, or subsequent to May 31, 1956.

(f) Those employed as Licensed Radio Officers and/or Radio-Electronics Officers by employers operating Dry Cargo, Passenger, Tanker and/or Collier vessels, which employers are not now under contract with the Union,

who may become party or parties to a collective bargaining contract with the Union, or who have completed 360 days of satisfactory service as Radio Officer and/or Radio-Electronics Officer aboard contract ships and satisfactorily completed at least one unit of resident training in the AKA TIME program within twelve (12) calendar quarters immediately preceding the 360th day, provided, however, that new entrants into Group 1 shall be limited so that no more than three Radio Officers and/or Radio-Electronics Officers for each two Radio Officers and/or Radio-Electronics Officers positions shall be in said group.

To maintain status in Group 1, Radio Officers and/or Radio-Electronics Officers shall be continuously employed or registered on the active or inactive list for shipping provided that after leaving employment they shall apply for registration within a period of thirty (30) days unless proof can be submitted that registration was not possible through no fault of their own.

To maintain status in Group 1, a Radio Officer who achieves such status on or after January 1, 1965 shall satisfactorily complete one unit of resident training during each period of four (4) calendar quarters following the date upon which he was admitted to Group 1 status, and until he shall be certified as Radio-Electronics Officer, in addition to fulfilling the requirements set forth in the preceding paragraph.

(g) Any Radio Officer or Radio-Electronics Officer who qualifies for Group 1 shall lose such status unless he remains continuously employed or registered on the Active or Inactive list for shipping in accordance with Group 1 (f). A Radio Officer or Radio-Electronics Officer who loses such group 1 status shall auto-

*Exhibit VI, pp. 1-5 National Assignment Rules  
Annexed to Foregoing Affidavit.*

matically be placed in Group 2, when again available for employment, provided, however, that the Appeals Board shall have the option in its sole discretion to restore him to Group 1.

(h) Hiring preference shall be as follows:

1. On all vessels other than those enumerated in 2 and 3 below, Radio-Electronics Officers and Radio Officers as they come off the hiring list.

2. On passenger vessels—one Radio-Electronics Officer on 3-man ships; two Radio-Electronics Officers on 4- to 6-man ships; three Radio-Electronics Officers on 7- or more man ships.

3. Radio-Electronics Officers shall have preference on all specially equipped vessels and/or vessels commissioned on or after June 15, 1959. Provided, however, that all Radio Officers presently aboard these vessels with less than ten years' experience as of June 15, 1964, shall obtain a Radio-Electronics Officer rating on or before June 15, 1969.

Any Licensed Radio Officer or Radio-Electronics Officer in Group 1 shall have seniority and preference for employment over any Licensed Radio Officer or Radio-Electronics Officer in each of the following groups:

(2) Group 2. Those who, prior to December 1, 1955, or since May 31, 1956, have been employed as Licensed Radio Officers or Radio-Electronics Officers on vessels of companies under contract with the Union. A Radio Officer or Radio-Electronics Officer in this group shall have access to any of the Union-operated employment offices and may, at his election, be registered for employment, provided that he shall not be referred for employment so long

as applicants in Group 1 are unemployed and available for employment.

(3) Group 3. Those who, since May 31, 1956, have been employed as Radio Officers or Radio-Electronics Officers on any American-Flag vessel not under contract with the Union. A Radio Officer or Radio-Electronics Officer in this group shall have access to any of the Union-operated employment offices and may, at his election, be registered for employment; provided that he shall not be referred for employment so long as applicants in Groups 1 and 2 are unemployed and are available for employment.

(4) Group 4. Those who, upon application, submit appropriate FCC Licenses and validated Coast Guard papers; but who do not qualify for Groups 1, 2 or 3. A Radio Officer or Radio-Electronics Officer in this group shall have access to any of the Union-operated employment offices and may, at his election, be registered for employment; provided that he shall not be referred for employment so long as applicants in Groups 1, 2 and 3 are unemployed and are available for employment.

All assignments from Groups 2, 3 and 4 shall be temporary in nature.

(c) When reporting to the Company to fill vacancies, all Radio Officers or Radio-Electronics Officers shall produce an official assignment clearance from the Union employment office.

(d) In the event the Union employment offices are unable to furnish a Radio Officer or Radio-Electronics Officer to fill a vacancy, the provisions of this section shall be waived in such cases and the Company shall be free to fill the vacancy from other sources, provided that the Union employment office is thereupon notified of such assignment.



**Exhibit VII, Charge Against Labor Organization,  
Annexed to Foregoing Affidavit.**

NLRB-508  
(12-63)

Form Approved  
Budget Bureau No. 64-R003 12

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

**CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS**

*INSTRUCTIONS: File an original and 3 copies of this charge and an additional copy for each organization, each local and each individual named in item 1 with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.*

DO NOT WRITE IN THIS SPACE

Case No.

2-CB-4738

Date Filed

12/17/69

**1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT**

a. Name

American Radio Association

b. Union Representative to Contact

Bernard Smith  
Sec.-Treas.

c. Phone No.

639-5734

d. Address (Street, city, State and ZIP code)

270 Madison Avenue, New York, N.Y.

e. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (1) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.  
(List Subsections)

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

Since on or about July 1, 1969, the above-named labor organization has refused membership in the Union to the undersigned and required the payment, as a condition precedent to becoming a member of such organization, a fee in an amount which is excessive and discriminatory.

By these and other acts the above-named labor organization has restrained and coerced employees in the exercise of their Section 7 rights.

3. Name of Employer Grace Line and other steamship lines

4. Location of Plant Involved (Street, city, State and ZIP code)

5. Type of Establishment (Factory, mine, wholesaler, etc.)

6. Identify Principal Product or Service

7. No. of Workers Employed

8. Full Name of Party Filing Charge

9. Address of Party Filing Charge (Street, city, State and ZIP code)

185 Workman Avenue, East New York, Brooklyn 11207, N.Y.

10. Telephone No.

BA-2-7445

**11. DECLARATION**

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By \_\_\_\_\_  
(Signature of representative or person making charge)

\_\_\_\_\_  
(Title or office, if any)

Address Archie Pelman  
185 Workman Avenue, East New York, Brooklyn 11207

11207

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

SA38

*Exhibit VII, Dismissal of Charge Against Labor  
Organization, Annexed to Foregoing Affidavit.*

Rev. 9/68)



NATIONAL LABOR RELATIONS BOARD

REGION 2

Federal Building, Room 3614, 26 Federal Plaza

New York, New York 10007

Telephone 264-0300

April 8, 1970

Mr. Archie Peltzman  
185 Wortman Ave.  
Brooklyn, New York 11207

Re: American Radio Association  
(Grace Lines, et al.)  
Case No: 2-CB-4788

Dear Sir:

Your charge in the above-entitled case alleging a violation under Section 8 of the National Labor Relations Act, as amended, has been carefully investigated and considered.

As a result of the investigation, it does not appear that further proceedings on the charge are warranted.

The evidence does not tend to establish that the above-named Union violated the National Labor Relations Act as alleged. The evidence establishes that the \$2,000 initiation fee to which the charge is addressed, uniformly is required for membership in the Union, and the amount appears to be fair and reasonable considering various relevant factors, including the practices and customs of other labor organizations in the shipping industry in connection with the initiation fees charged by them, the earnings and earning potential of the Union's members, the grace period afforded to employees represented by the Union before requiring the payment of any initiation fee, and other benefits of employment available to such employees. The evidence fails to establish that the amount of the fee charged was motivated by any discriminatory consideration. Further, the evidence does not tend to establish that the Union violated the Act in any other manner encompassed by your charge. I therefore am refusing to issue a complaint in this matter.



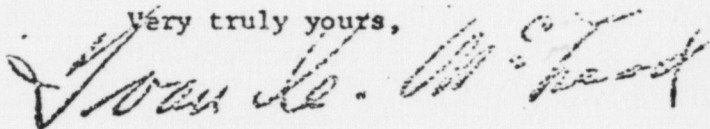
SA39

*Exhibit VII, Dismissal of Charge Against Labor  
Organization, Annexed to Foregoing Affidavit.*

- 2 -

Pursuant to the National Labor Relations Board Rules and Regulations, you may obtain a review of this action by filing an appeal with the General Counsel of the National Labor Relations Board, Washington, D. C., 20570 and a copy with me. This appeal must contain a complete statement setting forth the facts and reasons upon which it is based. The appeal must be received by the General Counsel in Washington, D. C. by the close of business on April 21, 1970. Upon good cause shown, however, the General Counsel may grant special permission for a longer period within which to file. A copy of any such request for extension of time should be submitted to me.

Very truly yours,



Ivan C. McLeod  
Regional Director

REGISTERED MAIL  
R.R.R.

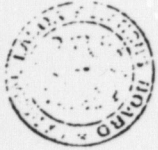
cc: General Counsel  
National Labor Relations Board  
Washington, D. C. 20570

American Radio Association  
270 Madison Avenue  
New York, N. Y. 10016

Edwin A. Steinberg, Esq.  
90 Park Avenue  
New York, N. Y. 10016

SA40

*Exhibit VII, General Counsel Affirmance of Denial of  
Appeal of Dismissal of Charge.*



NATIONAL LABOR RELATIONS BOARD

OFFICE OF THE GENERAL COUNSEL

Washington, D.C. 20570

August 13, 1970

Re: American Radio Association  
(Grace Lines, et al.)  
Case No. 2-CB-4788

Mr. Archie Peltzman  
185 Wortman Avenue  
Brooklyn, New York 11207

Dear Mr. Peltzman:

Your appeal in the above matter has been duly considered.

The appeal is denied. Under all the circumstances, the burden of establishing that the American Radio Association unlawfully denied you reinstatement could not be sustained. The evidence disclosed that you had been expelled from the Association for non-payment of dues. Even assuming, without actually deciding, that you were on "inactive" status, such status did not privilege you to withhold dues and, therefore, it appeared that the Association validly expelled you, thus necessitating that you re-enter the Association as a new member. Accordingly, absent any other contention on appeal, further proceedings were unwarranted.

Very truly yours,

Arnold Ordman  
General Counsel

By Irving M. Herman  
Irving M. Herman  
Director, Office of Appeals

cc: Director, Region 2

American Radio Association  
270 Madison Avenue  
New York, New York 10016

Edwin A. Steinberg, Esquire  
90 Park Avenue  
New York, New York 10016

CERTIFIED MAIL



SA41

Exhibit VIII, Letter January 13, 1971, Annexed to  
Foregoing Affidavit.

# American Radio Association

270 Madison Avenue • New York, N. Y. 10015 • Murray Hill 9-5754 • Cable Address: ARADIOCIO NEWYORK

W. R. STEINBERG  
President  
PHILIP A. O'DOURKE  
Vice-President  
BERNARD L. SMITH  
Sec'y-Treas.

NATIONAL COUNCIL

JOSEPH Y. RUBIN  
TED BERMAN  
HARVEY STRICHARTZ  
RALPH BAIRD  
FLOYD KEPTING

January 13, 1971

Mr. Archie Peltzman  
185 Wortman Avenue  
Brooklyn, N. Y. 11207

Dear Sir:

Please be advised that pursuant to Section 4 (b) of the Collective Bargaining Agreement entered into between the American Radio Association, AFL-CIO and the Central Gulf Steamship Co., you are required as a condition of employment to become a member in good standing of this Organization.

Accordingly, within thirty (30) days from the date hereof, you are required to tender the sum of Two Thousand Dollars (\$2,000.00), (together with arrears of all dues and fees, if any,) as the initiation fee required for acquiring Union Membership.

If such payment is not made, we shall have no alternative than to request your immediate discharge by the Company.

BLS:LB

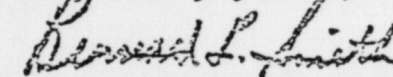
Via REGISTERED R.R.R.

cc: SS GREEN RIDGE, % Wilmington Shipping Co.

P.O.Box 1809, Wilmington, N.C. 28401 (AIR MAIL, REG.R.R.R.)

cc: Central Gulf S.S.Co., New Orleans, La.

Very truly yours,



Bernard L. Smith  
Secretary-Treasurer

SAN FRANCISCO

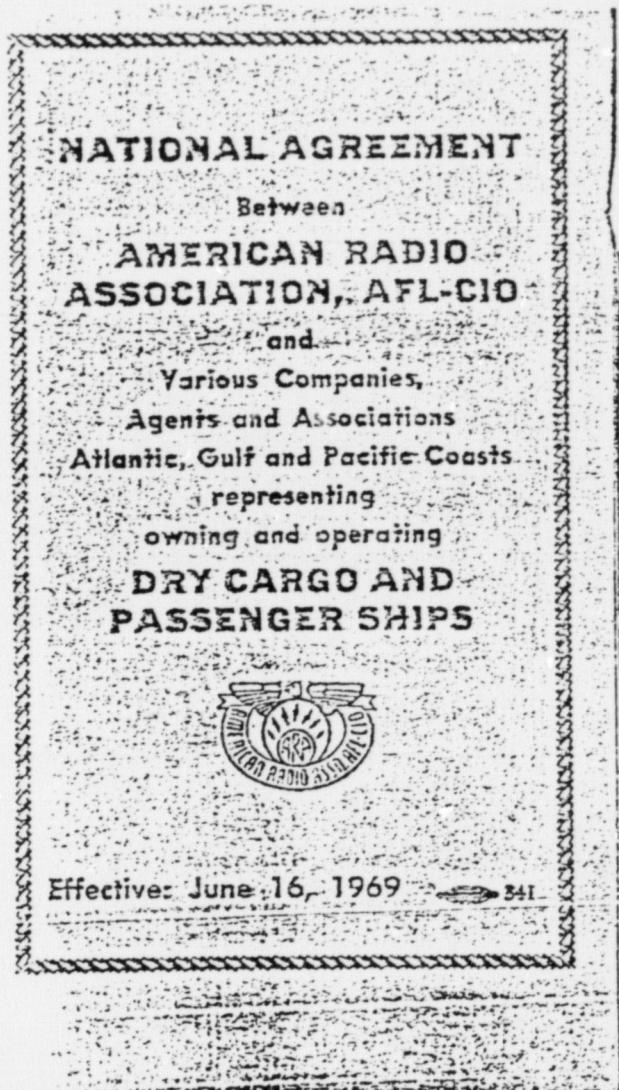
BALTIMORE

NEW ORLEANS

SEATTLE

HOUSTON

**Exhibit IX, p. 23 Agreement, Annexed to  
Foregoing Affidavit.**



tains its covered employees in accordance with the provisions of the New Contract.

**UNION SECURITY**

Section 4. (b) The Company agrees, as a condition of employment, that all employees in the bargaining unit shall become and remain members of the Union thirty (30) days after date of hiring.

(c) **SERVICE FEES.** Notwithstanding any other provision in the Agreement, it shall be a condition of employment, and/or registration for employment, that all employees and prospective employees covered in this agreement who are not members of the Union, shall be required to pay a service fee of \$70.00 or such other amount as may hereafter be agreed upon, at the time of registration and no more frequently than on a calendar quarterly basis thereafter, payable in advance, in consideration of the services performed by the Union, including the negotiation and enforcement of collective bargaining agreements, the maintenance of employment offices, and other Union activities performed for the general interest of all employees in the bargaining unit. The failure to pay such quarterly service fees shall be sufficient ground for removal from the Union assignment list and shall nullify any prior assignment therefrom.

**MEDICAL EXAMINATIONS**

Section 5. [Except PMA] In the event that a Radio Officer or Radio-Electronics Officer is denied employment or is discharged for medical reasons and there is a conflict between the Company's medical doctor and the Union's medical examiner, the parties shall refer the matter to the United States Public Health Service on the issue as to whether the Radio Officer and/or Radio-Electronics Officer is fit for duty or not and its decision shall be final.



SA43

REV. 8/10

**Exhibit X, Dismissal of Charge Against ARA,  
Annexed to Foregoing Affidavit.**



**NATIONAL LABOR RELATIONS BOARD**

REGION 2

Federal Building, Room 3614, 26 Federal Plaza

New York, New York 10007

Telephone 264-0300

October 26, 1971

Mr. Archie Paltzman  
8725 16th Avenue  
Brooklyn, New York 11214

American Radio Association  
Re: (Central Gulf Steamship Corporation)  
Case No: 2-CR-5037

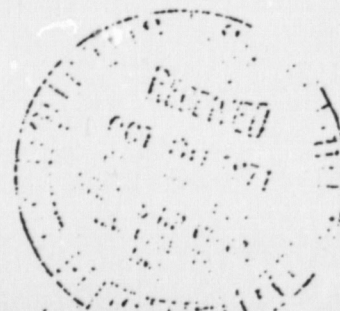
Dear Sir:

Your charge in the above-entitled case alleging a violation under Section 8 of the National Labor Relations Act, as amended, has been carefully investigated and considered.

As a result of the investigation, it does not appear that further proceedings on the charge are warranted.

The evidence does not tend to establish that the above-named Union violated the National Labor Relations Act. The evidence establishes that pursuant to a valid Union security agreement you were obligated to pay an initiation fee to the Union which you refused to do after notification by the Union that such fees were due. Under such circumstances the refusal by the Union to refer you to your former permanent position aboard the S.S. Green Ridge was permissible.

Insofar as the charge alleges that you were not enrolled in the industry school because of your lack of membership in the Union, the evidence does not support such claim, inasmuch as you did not qualify for admission to the course for which you sought enrollment and admission to the school is not limited to Union members. I therefore am refusing to issue a complaint in this matter.



ONLY COPY AVAILABLE

SA44

*Exhibit X, Dismissal of Charge Against ARA  
Annexed to Foregoing Affidavit.*

- 2 -

Pursuant to the National Labor Relations Board Rules and Regulations, you may obtain a review of this action by filing an appeal with the General Counsel of the National Labor Relations Board, Washington, D. C. 20570 and a copy with me. This appeal must contain a complete statement setting forth the facts and reasons upon which it is based. The appeal must be received by the General Counsel in Washington, D. C. by the close of business on November 9, 1971. Upon good cause shown, however, the General Counsel may grant special permission for a longer period within which to file. A copy of any such request for extension of time should be submitted to me.

If you file an appeal, please complete the notice forms I have enclosed with this letter and send one copy of the form to each of the other parties. Their names and addresses are listed below. The notice forms should be mailed at the same time you file the appeal, but mailing the notice forms does not relieve you of the necessity of filing the appeal itself with the General Counsel and a copy of the appeal with the Regional Director within the time stated above.

*Very truly yours,*  
*Sidon Danielson*

Sidon Danielson  
Acting Regional Director

Enc.

REGISTERED MAIL  
R.R.R.

cc: General Counsel  
National Labor Relations Board  
Washington, D. C. 20570

American Radio Association, AFL-CIO  
270 Madison Avenue, New York, N. Y. 10016

Central Gulf Steamship Corporation, Attn: Mr. George Atkinson, Ass't. Tr. Mgr.  
One Whitehall Street, New York, N. Y. 10004

Edwin A. Steinberg, Esq.  
99 Park Avenue, New York, N.Y. 10016

Lorenz, Finn, Giarlino & Lombos, Attn: Jacob Silverman, Esq.  
21 West Street, New York, N.Y. 10006



SA45

**Exhibit XI, Dismissal of Charge Against Appellee,  
Annexed to Forgoing Affidavit.**

252  
Rev. 8/70



*APPENDIX II*  
**NATIONAL LABOR RELATIONS BOARD**

**REGION 2**

Federal Building, Room 3514, 26 Federal Plaza

New York, New York 10007

Telephone 254-0100

October 26, 1971

Mr. Archie Paltzman  
8725 16th Avenue  
Brooklyn, New York 11214

Re: Central Gulf Steamship Corporation

Case No: 7-CA-12445

Dear Sir:

Your charge in the above-entitled case alleging a violation under Section 8 of the National Labor Relations Act, as amended, has been carefully investigated and considered.

As a result of the investigation, it does not appear that further proceedings on the charge are warranted.

The investigation does not tend to establish that the above-named Company violated the National Labor Relations Act as alleged by you. The evidence establishes that the Company refused to re-hire you as a crew member aboard the S.S. Green Ridge pursuant to a valid Union security provision between it and the American Radio Association, AFL-CIO because of your failure to remit initiation fees after notification by the latter that such fees were due and not for any reason prohibited by the aforesaid Act. I therefore am refusing to issue a complaint in this matter.

SA46

*Exhibit XI, Dismissal of Charge Against Appellee,  
Annexed to Foregoing Affidavit.*

C-52  
Rev. 8/1

- 2 -

Pursuant to the National Labor Relations Board Rules and Regulations, you may obtain a review of this action by filing an appeal with the General Counsel of the National Labor Relations Board, Washington, D. C. 20570 and a copy with me. This appeal must contain a complete statement setting forth the facts and reasons upon which it is based. The appeal must be received by the General Counsel in Washington, D. C. by the close of business on November 9, 1971. Upon good cause shown, however, the General Counsel may grant special permission for a longer period within which to file. A copy of any such request for extension of time should be submitted to me.

If you file an appeal, please complete the notice forms I have enclosed with this letter and send one copy of the form to each of the other parties. Their names and addresses are listed below. The notice forms should be mailed at the same time you file the appeal, but mailing the notice forms does not relieve you of the necessity of filing the appeal itself with the General Counsel and a copy of the appeal with the Regional Director within the time stated above.

*Very truly yours,*  
*Sidney Dautelzon*

Sidney Dautelzon  
Acting Regional Director

Enc.

REGISTERED MAIL  
R.R.R.

cc: General Counsel  
National Labor Relations Board  
Washington, D. C. 20570

① Central Gulf Steamship Corporation  
Attn: Mr. George Atkinson, Asst. Traffic Mgr.  
One Whitehall Street, New York, N.Y. 10004

② Lorenz, Finn, Giardino & Lombor  
Attn: Jacob Silverman, Esq.  
21 West Street, New York, N.Y. 10006



Exhibit XIIa, Record Allen, Amory L., Annexed to  
Foregoing Affidavit.

GOLDSMITH BROTHERS  
"The Big Stationery Store"  
77 NASSAU STREET  
NEW YORK, N. Y.  
NO. 1150-BH

Allen, Amory L.  
6 Valley Place S. New Haven, Conn

12/10/45 Transfer from Pacific  
since rec. then rec 45  
1st 46 3/11/46 2122A 12-  
2nd 46 9/3/46 6756A 12-  
3rd 46 12/13/46 514- 12-  
4th 46 515- 12-  
1st 47 9/18/47 4803 12-  
2nd 47 " 4804 12-  
3rd 47 " 4805 12-  
4th 47 " 4806 12-  
1st 48 2/18/48 55- 12-  
2nd 48 12/4/48 1942 12-  
3rd 48 " 1618 15-  
4th 48 " 1619 15-  
SEP 3 0 1949  
Surpassed

2/1/46 31-46 26305  
9/3/46 52-46 9777  
12/13/46 53-46 438A  
5/2/47 54-46 439A  
9/8/47 A.C.A. 4760A  
" 51-47 4761A  
" 52-47 4762A  
" 53-47 4763A  
" 54-47  
12/17/47 Defense Fund Stamp # 224 510

122 7973  
1195

12/14/45 Bureau Listing  
3/30/46 Frank Wade  
12/13/46 Park Benjamin  
9/24/47 independent  
10/16/47 independent  
11/18/47 Robert J. Davis  
3/19/48 (New Jersey)  
2-3/3/48  
only 12/13/46  
only 10/16/47  
only 11/5/47  
only 2/18/48  
only 12/17/48

SA48

Exhibit XIIa, Record Allen, Amory L., Annexed to Foregoing Affidavit.

HINGED FLAT OPENING  
RAG LEDGER

GOLDSMITH BROS., Stationers & Printers, 77 Nassau St., N. Y. R. CO 772.3

FORM 1100-10

TERMS NAME ADDRESS  
RATING CREDIT LIMIT  
Allen, Amory L.  
132 Cherry Tree Farm Rd.  
Middletown, N. Jersey 07748

DATE	ITEMS	FOLIO	DEBITS	DATE	ITEMS	FOLIO	CREDITS
4/19/68	F 4402	40	67	7/11/67	EXILONA	ONLY T.	8/6/68
"	F 4403	40	68	12/27/67	Boover Valley	only T	9/10/68
4/24/68	pe 1546	70	3/67	<del>Boover Valley</del>	Sta Manayak	only T	9/10/68
"	1547	70	4/67	9/24/68	Stewart	only T	11/9/69
"	1548	70	1/68	11/9/69	Transylvania	only T	2/25/69
8/6/68	13096	20	3/68	6/23/69	Stewart Valley	only T	3/24/70
"	13097	50	0.5				
"	1545	70	1/68				
1/9/69	3215	70	1/69				
"	3246	40	1/69				
"	4510	70	3/69				
3/3/70	18912	70	4/69				
"	16913	70	4/69				
"	16914	70	1/70				
"	16915	40	70				
3/11	FF 6960	70	70				
	FF 2427	70	70				



SA49

*Exhibit XIIa, Record Allen, Amory L., Annexed to  
Foregoing Affidavit.*

NAME		ALLEN AMORY L				BK. #		2859	
ADDRESS		P. O. Box 87 Red Bank, N. J. 07701				TELE. #		201-552-5011	
LIC. #		246-22-3-25				LIC. # FCC		11-2-4047	
DATE OF ADMITTANCE		April 2, 1970				LIC. #		26696	
DATE	DUES STAMP #	QUARTERS				STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4				
4-2-70	Init. Fee Pd.					Rct. 4982		2,000.-	
3/3/70	16915	X				70	70		3/4/70
12/31/70	17402		+			70			
"	17403			+		70			
"	17404				+	70		71/1/20 28.40	
5/27/71	5605	+				71	5692 71		
"	464		+			71			
11/3/71	2164		+			71			
"	2165			+		71		11/71 inc. 41.91	
1/25/72	4071	+				72	7277 12.72		
5/16/72	627		+			72		3/2/72 inc. 2072	
7/11/72	1352			+		72		5/72 inc. 37.77	
"	1353			+		72		11/72 inc. 65.74	
3/12/73	721	X				73	7822 73		2/4/73
7/2/73	4162		X			73		4/73 inc. 7.51	
"	4163			X		73		7/73 inc. 12.55	
12/1/73	4558				X	73			
5/24/74	3029	X				74			
"	2030		X			74	9552 74		6/24/74

SA50

*Exhibit XIIa, Record Allen, Amory L., Annexed to  
Foregoing Affidavit.*

NAME ALLEN AMORY

BK. # 2859

SHIPPING RECORD					
NAME OF SHIP	COMPANY	DATE ON	PSN.	P.T	DATE OFF
Lucas Victory	First Line	6/23/69	only	T	3/20/70
American Bulk Carrier	Foreign	7/24/70	only	P	
11/27/70-					
4/26/71-					4/18/71
Mormac Lake Marmac		9/16/71	only	T	11/3/71
and K Helms		12/23/71	only	T	1/31/72
Seabrain San Juan Huber		1/7/72	only	T	1/21/72
Columbia Osolen		4/5/72	only	T	7/16/72
Seabrain San Juan Huber		8/25/72	only	T	10/11/72
Transoceanic Huber		12/14/72	only	T	3/14/73
Green Forest Company		4/21/73	only	T	7/31/73
Fire Engineering	Alf	2/15/74	only	P	



SA51

Exhibit XIIb, Record Krushner, Harry, Annexed to Foregoing Affidavit.

SOCIAL SECURITY NR. _____ CERTIFICATE OF SERVICE NR. _____ CERTIFICATE OF EFFICIENCY NR. _____		BOOK NO. <u>2437</u> LOCAL NO. _____	
NAME <u>Krushner, Harry</u> HOME ADDRESS _____ LOCAL ADDRESS _____		LICENSE NO. _____ CLASS _____ 1936-1937 STRIKE % _____	
PHONE _____ PHONE _____		SHIP RECORD VESSEL FROM TO RATING AND WAGE	
DUES PAYABLE		CREDITS	
1ST QUARTER 19 <u>51</u>	25-	24337	25-
2ND QUARTER	25-	24338	25-
3RD QUARTER	25-	24339	25-
4TH QUARTER	25-	6/20/51 <u>for suspension</u>	
1ST QUARTER 19			
2ND QUARTER			
3RD QUARTER			
4TH QUARTER			
1ST QUARTER 19			
2ND QUARTER			
3RD QUARTER			
4TH QUARTER			
ARREARS		CREDITS	
ASSESSMENTS		CREDITS	
1951-52	25-	24337	25-
1952-53	25-	24338	25-
1953-54	25-	24339	25-
1954-55	25-	24340	25-
1955-56	25-	24341	25-
1956-57	25-	24342	25-
1957-58	25-	24343	25-
1958-59	25-	24344	25-
1959-60	25-	24345	25-
1960-61	25-	24346	25-
1961-62	25-	24347	25-
1962-63	25-	24348	25-
1963-64	25-	24349	25-
1964-65	25-	24350	25-
1965-66	25-	24351	25-
1966-67	25-	24352	25-
1967-68	25-	24353	25-
1968-69	25-	24354	25-
1969-70	25-	24355	25-
1970-71	25-	24356	25-
1971-72	25-	24357	25-
1972-73	25-	24358	25-
1973-74	25-	24359	25-
1974-75	25-	24360	25-
1975-76	25-	24361	25-
1976-77	25-	24362	25-
1977-78	25-	24363	25-
1978-79	25-	24364	25-
1979-80	25-	24365	25-
1980-81	25-	24366	25-
1981-82	25-	24367	25-
1982-83	25-	24368	25-
1983-84	25-	24369	25-
1984-85	25-	24370	25-
1985-86	25-	24371	25-
1986-87	25-	24372	25-
1987-88	25-	24373	25-
1988-89	25-	24374	25-
1989-90	25-	24375	25-
1990-91	25-	24376	25-
1991-92	25-	24377	25-
1992-93	25-	24378	25-
1993-94	25-	24379	25-
1994-95	25-	24380	25-
1995-96	25-	24381	25-
1996-97	25-	24382	25-
1997-98	25-	24383	25-
1998-99	25-	24384	25-
1999-00	25-	24385	25-
2000-01	25-	24386	25-
2001-02	25-	24387	25-
2002-03	25-	24388	25-
2003-04	25-	24389	25-
2004-05	25-	24390	25-
2005-06	25-	24391	25-
2006-07	25-	24392	25-
2007-08	25-	24393	25-
2008-09	25-	24394	25-
2009-10	25-	24395	25-
2010-11	25-	24396	25-
2011-12	25-	24397	25-
2012-13	25-	24398	25-
2013-14	25-	24399	25-
2014-15	25-	24400	25-
2015-16	25-	24401	25-
2016-17	25-	24402	25-
2017-18	25-	24403	25-
2018-19	25-	24404	25-
2019-20	25-	24405	25-
2020-21	25-	24406	25-
2021-22	25-	24407	25-
2022-23	25-	24408	25-
2023-24	25-	24409	25-
2024-25	25-	24410	25-





SA53

*Exhibit XIIb, Record Krushner, Harry, Annexed to  
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Frederick Lang

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Exhibit XIIb, Record Krushner, Harry, Annexed to  
Foregoing Affidavit.

NAME: *Krushner, Harry* NO. *2033*  
 ADDRESS: *P.O. Box 843* TELE.   
*Newark, N.J.*  
 SS. NO. *00 076-1344 281247* IC. *T1-11-466*  
 DATE OF ADMITTANCE *12/1/53*

DATE	DUES STAMP #	DEPARTED				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4					
<i>2/10/60</i>	<i>D 240</i>	<i>X</i>				<i>60</i>		<i>57</i>	<i>60</i>	<i>2808/4/60</i>
<i>5/24/60</i>	<i>D 1660</i>		<i>X</i>			<i>60</i>	<i>F11/5/60</i>			<i>"</i>
<i>7/11/60</i>	<i>D 2167</i>			<i>X</i>		<i>60</i>				
<i>9/29/60</i>	<i>D 3061</i>				<i>X</i>	<i>60</i>		<i>60</i>	<i>B 2508</i>	<i>9/29/60</i>
<i>11/1/60</i>	<i>D 4554</i>	<i>X</i>				<i>61</i>	<i>F11/1/61</i>			<i>2/1/61</i>
<i>7/10/61</i>	<i>D 6152</i>		<i>X</i>			<i>61</i>				
<i>9/15/61</i>	<i>D 5162</i>			<i>X</i>		<i>61</i>				
<i>10/20/61</i>	<i>D 7077</i>				<i>X</i>	<i>61</i>		<i>61</i>	<i>B 3253</i>	<i>10/20/61</i>
<i>5/1/62</i>	<i>D 9051</i>	<i>X</i>				<i>62</i>	<i>F 5777</i>	<i>62</i>		<i>5/1/62</i>
<i>"</i>	<i>D 9052</i>		<i>X</i>			<i>62</i>				
<i>9/17/62</i>	<i>D 1150</i>			<i>X</i>		<i>62</i>				
<i>"</i>	<i>D 1151</i>				<i>X</i>	<i>62</i>		<i>62</i>	<i>B 4302</i>	<i>9/17/62</i>
<i>2/6/63</i>	<i>D 2755</i>	<i>X</i>				<i>63</i>	<i>F 6334</i>	<i>63</i>		<i>4/6/63</i>
<i>10/6/63</i>	<i>D 3924</i>		<i>X</i>			<i>63</i>				
<i>11/2/63</i>	<i>D 4771</i>			<i>X</i>		<i>63</i>				
<i>1/5/63</i>	<i>D 5334</i>				<i>X</i>	<i>63</i>		<i>63</i>	<i>B 6057</i>	<i>1/5/63</i>
<i>1/1/64</i>	<i>D 6353</i>	<i>X</i>				<i>64</i>	<i>F 7640</i>	<i>64</i>		<i>1/2/64</i>
<i>4/1/64</i>	<i>D 7025</i>		<i>X</i>			<i>64</i>				
<i>8/11/64</i>	<i>D 8315</i>			<i>X</i>		<i>64</i>				
<i>11/2/64</i>	<i>D 734</i>				<i>X</i>	<i>64</i>				
<i>11/6/65</i>	<i>D 1137</i>	<i>X</i>				<i>65</i>	<i>F 575</i>	<i>65</i>		<i>11/6/65</i>
<i>7/1/65</i>	<i>D 2513</i>		<i>X</i>			<i>65</i>				
<i>5/26/66</i>	<i>D 2815</i>			<i>X</i>		<i>65</i>				
<i>7/1/66</i>	<i>D 3790</i>				<i>X</i>	<i>65</i>				
<i>12/1/66</i>	<i>D 4628</i>	<i>X</i>				<i>66</i>	<i>F 1552</i>	<i>66</i>		<i>12/1/66</i>
<i>1/1/66</i>	<i>D 5453</i>		<i>X</i>			<i>66</i>				
<i>1/7/66</i>	<i>D 9083</i>			<i>X</i>		<i>66</i>				
<i>"</i>	<i>D 9084</i>				<i>X</i>	<i>66</i>				
<i>12/15/66</i>	<i>D 7473</i>	<i>X</i>				<i>67</i>	<i>F 2238</i>	<i>67</i>		<i>12/15/66</i>
<i>1/18/67</i>	<i>D 10122</i>	<i>X</i>				<i>67</i>				
<i>1/18/67</i>	<i>D 1105</i>			<i>X</i>		<i>67</i>				
<i>9/14/67</i>	<i>D 11515</i>				<i>X</i>	<i>67</i>				

(CO 11267)

SA56

Exhibit XIIb, Record Krushner, Harry, Annexed to  
Foregoing Affidavit.

DATE *January 11, 1968* BK. *2533*

SHIPPING RECORD

NAME OF SHIP	COMPANY	DATE ON	PSN.	P.T.	DATE OFF
<i>Sancti Spiritus</i>	<i>Grace</i>	<i>5/15/60</i>	<i>1st</i>		<i>7/1/60</i>
<i>Sancti Spiritus</i>	<i>Grace</i>	<i>8/16/60</i>	<i>only</i>	<i>P</i>	<i>2/3/61</i>
<i>Mormac</i>	<i>Mormac</i>	<i>12/5/60</i>	<i>only</i>	<i>T</i>	<i>10/3/60</i>
<i>Cape Vincent</i>	<i>Grace</i>	<i>11/21/60</i>	<i>only</i>	<i>T</i>	<i>2/14/61</i>
<i>Lincoln</i>	<i>Grace</i>	<i>5/5/61</i>	<i>only</i>	<i>T</i>	<i>7/2/61</i>
<i>Amoco Connecticut</i>	<i>Amoco</i>	<i>8/7/61</i>	<i>only</i>	<i>T</i>	<i>10/3/61</i>
<i>Henry</i>	<i>Amoco</i>	<i>2/5/62</i>	<i>only</i>	<i>P</i>	<i>5/14/62</i>
<i>Mormac</i>	<i>Mormac</i>	<i>6/11/62</i>	<i>only</i>	<i>T</i>	<i>1/1/63</i>
<i>Orin</i>	<i>Stevens</i>	<i>10/24/62</i>	<i>only</i>	<i>T</i>	<i>1/1/63</i>
<i>Argentine</i>	<i>Kingstone</i>	<i>12/21/62</i>	<i>only</i>	<i>T</i>	<i>2/1/63</i>
<i>Mormac</i>	<i>Mormac</i>	<i>5/1/63</i>	<i>only</i>	<i>T</i>	<i>6/11/63</i>
<i>Transocean</i>	<i>Transocean</i>	<i>7/9/63</i>	<i>only</i>	<i>T</i>	<i>2/2/64</i>
<i>Atlantic</i>	<i>Export</i>	<i>1/1/63</i>	<i>1st</i>	<i>T</i>	<i>11/8/63</i>
<i>Export Agent A.F.L.</i>		<i>5/15/64</i>	<i>only</i>	<i>T</i>	<i>4/25/64</i>
<i>Santa Maria</i>	<i>Grace</i>	<i>6/18/64</i>	<i>1st</i>	<i>T</i>	<i>9/11/64</i>
<i>Mormac</i>	<i>Mormac</i>	<i>9/18/64</i>	<i>only</i>	<i>T</i>	<i>1/6/65</i>
<i>Transocean</i>	<i>Transocean</i>	<i>1/12/65</i>	<i>only</i>	<i>T</i>	<i>3/4/65</i>
<i>Santa Maria</i>	<i>Grace</i>	<i>2/18/65</i>	<i>1st</i>	<i>T</i>	<i>3/18/65</i>
<i>Santa Maria</i>	<i>Grace</i>	<i>4/1/64</i>	<i>1st</i>	<i>T</i>	<i>7/27/65</i>
<i>Hess Trade</i>	<i>Hess</i>	<i>8/7/65</i>	<i>only</i>	<i>T</i>	<i>9/17/65</i>
<i>Mormac</i>	<i>Mormac</i>	<i>9/7/65</i>	<i>only</i>	<i>T</i>	<i>9/13/65</i>
<i>Quilcrist</i>	<i>Quilcrist</i>	<i>10/5/65</i>	<i>only</i>	<i>T</i>	<i>11/3/66</i>
<i>Santa Maria</i>	<i>Grace</i>	<i>2/13/66</i>	<i>1st</i>	<i>T</i>	<i>4/13/66</i>
<i>Argentina</i>	<i>Mormac</i>	<i>5/31/66</i>	<i>1st</i>	<i>T</i>	<i>7/5/66</i>
<i>Santa Rosa</i>	<i>Grace</i>	<i>7/7/66</i>	<i>1st</i>	<i>T</i>	<i>1/26/67</i>
<i>Santa Rosa</i>	<i>Grace</i>	<i>3/17/67</i>	<i>only</i>	<i>T</i>	<i>5/4/67</i>
<i>Santa Paula</i>	<i>Grace</i>	<i>5/12/67</i>	<i>only</i>	<i>T</i>	<i>5/25/67</i>
<i>Brasil</i>	<i>Mormac</i>	<i>6/20/67</i>	<i>only</i>	<i>T</i>	<i>7/25/67</i>
<i>St. Magdalena</i>	<i>Grace</i>	<i>8/17/67</i>	<i>only</i>	<i>T</i>	<i>9/14/67</i>
<i>Independence</i>	<i>Chur</i>	<i>10/13/67</i>	<i>only</i>	<i>T</i>	<i>10/25/67</i>
<i>St. Mercedes</i>	<i>Grace</i>	<i>12/13/67</i>	<i>only</i>	<i>T</i>	<i>1/14/68</i>
<i>St. Sofia</i>	<i>Grace</i>	<i>1/25/68</i>	<i>only</i>	<i>T</i>	



SA57

**Exhibit XIIb, Record Krushner, Harry, Annexed to  
Foregoing Affidavit.**

NAME		BK. #								
Kushner, Harry		2533								
ADDRESS: P.O. Box 843		TELE. (M. 2-0211)								
Newark, N. J.		04/101								
SS. #	060-16-1344	2	221247 LIC. # T1-11-466							
DATE OF ADMITTANCE 12/1958		FCE # 71-2-3538 M.C. # 71-2-3538								
DATE	DUES STAMP #	QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4					
1/15/58	26.2	X				68	3910	68		1/15/58
2/1/58	7.27		X			68		68	F-36	2/1/58
5/24/58	18.80			X		68		69	F-37	v
10/15/58	23.75				X	68				
12/1/59	226.49	X				69	3711	69		12/1/59
5/24/69	14503		X			69				
"	14504		X			69				
7/25/69	14551				X	69				
11/3/69	15868	X				70	5573.70			11/3/69
2/24/70	16694		X			70				
7/9/70	18212				X	70			20.53	7/9/70
10/2/70	19019				X	70				
"	19020	X				70		8/70	V. 1.57	
1/18/71	7				X	71	6391	1970	Vac	50.23
6/21/71	474				X	71		1/71	Vac	49.36
9/10/71	1692				X	71	7278	72		
"	1693	X				72				
4/10/72	1909				X	72		1/72	Vac	145.23
6/15/72	694				X	72				
"	693				X	72		7/72	Vac	142.53
1/23/73	546				X	73	9015	73		
"	547				X	73		4/73	"	132.73
5/5/73	2043				X	73				
"	2044				X	73				
10/11/73	29	X				74	9239	74		10/11/73
2/1/74	1403		X			74				
5/4/74	2022			X		74				

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SA58

Exhibit XIIb, Record Krushner, Harry, Annexed to  
Foregoing Affidavit

NAME

Kushner, Harry

2533

## SHIPPING RECORD

NAME OF SHIP	COMPANY	DATE ON	PSN	P.T.	DATE OFF
Sta. Rita Grace		1/25/68	out	T	5/10/68
Sta. Rita Grace		7/1/68	out	T	7/21/68
Sta. Rita Grace		8/1/68	out	T	6/21/68
Independence Line Exp		6/24/68	out	T	7/8/68
7/18/68	Out	7/18/68	out	T	7/27/68
Sta. Rita Grace		6/25/68	out	T	7/1/68
Sta. Rita Grace		12/1/68	out	T	1/25/69
Graduate Corp		3/25/69	out	T	7/1/69
Exp. Co. Ltd.	ATL	5/21/69	out	T	7/1/69
Sta. Rita Grace		12/27/69	out	T	2/11/70
Manacore Marine		5/1/70	out	T	4/1/70
Sta. Rita Grace		7/4/70	out	T	3/27/70
Sta. Paula		9/3/70	out	T	9/1/70
Seaman's Ship		12/1/70	out	T	1/1/71
Manacore Marine		4/5/71	out	T	10/1/71
Sta. Rita Grace		2/1/72	out	T	2/1/72
Manacore Marine		1/2/72	out	T	4/1/73
Transit Co. Ltd.		7/11/72	out	T	7/1/72
Sta. Rita Grace		11/1/72	out	T	1/1/73
Caribbean Sea Lines		1/1/74	out	T	2/1/74
Sta. Rita Grace		4/1/74	out	T	7/1/74



-- Dofner, Henry

2nd 54 820/54	43237	30
3rd 54 "	43238	30
4th 54 2155	773	40
1st 55 "	774	40
2nd 55 11155	5715	70
3rd 55 11155	13888	45
4th 55 "	13889	45
1st 56 7156	133401	45
2nd 56 7156	C 599	50
3rd 56 "	C 600	50
4th 56 1257	C 3237	50
1st 57 1257	C 4866	50
2nd 57 "	C 4867	50
3rd 57 11258	C 3479	50
4th 57 "	C 3475	50
1st 58 "	C 3479	50
2nd 58 "	C 3470	50
4/1/59	Expelled	

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Exhibit XIIc, Record Dorse, Henry, Annexed to  
Foregoing Affidavit.

GOLDSMITH BROTHERS  
"The Big Stationery Store"  
77 NASSAU STREET  
NEW YORK, N. Y.  
NO. 1750-BH

Dorse, Henry B.

Mt. 3, Florida  
Fort Tupper, Florida

SS 214-39-0493  
E 444505  
Z 424834  
Box 870

DEB 6745

Dec. 7-1-28

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3rd 45 " 17787 A

4th 45 11/1/45 17320

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2nd 46 423-46 38401

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2nd 52 " 31041

3rd 52 11/1/52 33950

4th 52 " 33951

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3rd 53 11/1/53 37973

4th 53 " 37984

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11/1/45 81-45-393 1122



SA61

Exhibit XIIc, Record Doxsee, Henry, Annexed to  
Foregoing Affidavit.

HINGED FLAT OPENING  
RAG LEDGER

GOLDSMITH BROS., Stationers & Printers, 22 Nassau St., N. Y. C. CO 7720

FORM 11-1-10

SHEET NO. \_\_\_\_\_  
TERMS \_\_\_\_\_  
RATING \_\_\_\_\_  
CREDIT LIMIT \_\_\_\_\_

NAME *Henry Doxsee*  
ADDRESS \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_

ONLY COPY AVAILABLE

DATE	ITEMS	FOLIO	DEBITS	DATE	ITEMS	FOLIO	CREDITS
9/19/67	pc 10935	70	3/17	7/7/66	Levinell's Stationery only T		
5/3/68	pc 842	70	2/68	9/20/67	McLennan's Stationery only T	5/3/68	
	F 4208	40	68	5/17/68	Myrtle Morris only T	12/24/68	
	F 432	50	68	1/24/69	" " only T	5/6/69	
12/25/68	22.58	70	3/18	5/6/69	Celina's Stationery only T		
"	22.59	70	4/68				
7/28/69	13882	70	1/69				
"	13883	70	3/69				
"	13884	70	3/69				
"	F 5207	70	69				
"	F 1751	50	69				

SA62

*Exhibit XIIc, Record Doxsee, Henry, Annexed to  
Foregoing Affidavit.*

NAME		DOXSEE, Henry B. S.C.		BX. # 2831						
ADDRESS		Route 3 Box 807 Fort Myers, Fla 33901		TELE. # 813- 471 664-6235 3251						
S.S. #		266-09-0993 424824		LIC. # R 14272						
DATE OF ADMITTANCE		Oct. 1, 1969								
DATE	DUES STAMP #	QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4					
10/1/69	Cont. Fee Pa. Ret 4952									1001-
7/25/69	13834			X		69	F 5201	69		
11/6/69	15050					69		69	F 1751	7/23/71
8/20/70	18108	X		X		70				
"	18109		X			70				
8/13/70	17296			X		70				
"	17297			X		70				
4/28/71	19561	X				71	6486	70		
"	551		X			71		8/70	Vote	5752
6/30/71	1413			X		71		5/71	Vote	11436
1/24/72	4067				X	71	6497	71		8/18/71
	4068	X				72				
	7		X			72	7709	72		
7/21/72	2003			X		72		11/72	Vote	10/73
	2001				X	72		7/72	Vote	784.66
11/6/73	95	X				73				
4/6/73	4039		X			73	9152	73		5/1/73
7/11/73	4114			X		73				
10/1/73	4646			X		73				
1/29/74	1078	X				74	9419	74		
4/8/74	1933		X			74				



SA 63

*Exhibit XIIc, Record Daxsee, Henry, Annexed to  
Foregoing Affidavit.*

NAME \_\_\_\_\_

图 4. 4

DOXSEE, Henry E.

2831

SHIPPING RECORD				
NAME OF SHIP	COMPANY	DATE ON	PSN.	P.T. DATE OFF
Albatross	U.S. Navy	1/7/70		4/1/71
Tyson	U.S. Navy	1/7/70		8/1/70
4/25/70 - 5/2/70				
4/28/71 - 8/16/71				4/19/73
6/30/72				

ONLY COPY AVAILABLE

SA64



SA65

Exhibit XIId, Record Lancaster, Louis C., Annexed to  
Foregoing Affidavit.

File # 2069  
(Grand Jury BL)

ONLY COPY AVAILABLE

Lancaster, Louis C.

2nd 53 5/18/53	36570	30 -
3rd 53 6/15/53	36831	30 -
4th 53 10/28/53	38847	30 -
1st 54 1/15/54	42701	30 -
2nd 54 7/20/54	42724	30 -
3rd 54 8/1/54	42750	30 -
4/1/55	Exped	

6/24/55 F.F. Drakem #1009 10 -

SA66

Exhibit XIId, Record Lancaster, Louis C., Annexed to  
Foregoing Affidavit.

HINGED FLAT OPENING  
RAG LEDGER

GOLDSMITH BROS., Stationers & Printers, 77 Nassau St., N. Y. 8, CG 77103  
FORM 1120-10

SHEET NO.

TERMS 55 218-20-2418 NAME

ADDRESS

4898

Cherokee Rd  
Concord, Calif

ACCOUNT NO.

689-4248

RATING 2579932

CREDIT LIMIT \$26108

DATE	ITEMS	FOLIO	DEBITS	DATE	ITEMS	FOLIO	CREDITS
7/14/67	PC 8326	70-1/67		2/14/67	Mayfield Vis only T	4/30/67	
7/25/67	PC 10803	70-2/67		6/15/67	Mayfield Vis only T	8/15/67	
"	FF 2219	40-6/67		7/16/67	Mayfield Vis only T	7/3/68	
7/15/67	PC 10814	70-3/67		7/29/68	Mayfield Vis only T	4/25/68	
7/17/67	11271	70-4/67					
4/22/68	PC 478	70-5/67					
"	479	70-6/67					
"	F 3330	70-7/67					
"	F 287	70-8/67					
7/3/68	PC 1330	70-9/67					



Exhibit XIIId, Record Lancaster, Louis C., Annexed to  
Foregoing Affidavit.

GOLDSMITH BROTHERS  
Lemon Leaf Specialists  
27 MADISON STREET, N. Y.  
NO. 1150-BH

Lancaster, Louis C.  
#333 1/2 St. Louis, Mo.  
Bethesda, Md.  
1887 West  
Smallwood, Louis, Raleigh,  
N. Carolina  
45135

5-1-46 Transferred from Pacific  
Paid dues thru June 46  
3rd 46 8/18/46 6489A 12-  
4th 46 6486A 12-  
1st 47 5/11/47 2458 12-  
2nd 47 2459 12-  
July 47 8/20/47 6619 4-  
Aug 47 6719 4-  
Oct 47 2501 4-  
11/3/51 Remitted - 13.60 to  
1st 51 11/3/51 20141 25-  
2nd 51 6/26/51 22352 25-  
3rd 51 22353 25-  
4th 51 23775 25-  
1st 52 4/5/52 25752 25-  
2nd 52 11/15/52 30267 30-  
3rd 52 8/25/52 32368 30-  
4th 52 12/1/52 33526 30-  
1st 53 12/1/53 34644 30-  
8/1/46 S3 46 R69461 25  
" " 46 46 46 25  
5/1/47 S2 47 2652A 25  
" " 47 2653A 25  
8/27/47 S3 47 4538A 25

ONLY COPY AVAILABLE

9-10-45 1st 45 10/10/45 4-25-46 Myrtle  
5/1/46 2nd 46 5/1/46 6/10/46 Myrtle  
6/15/46 Pacific Union 6/10/46 Myrtle  
10/30/46 Clenden M. Cole 6/10/46 Myrtle  
1/10/46 1st 46 1/10/46 6/10/46 Myrtle  
1/30/51 2nd 51 1/30/51 6/10/46 Myrtle  
7/1/51 3rd 51 7/1/51 6/10/46 Myrtle  
1/2/52 4th 52 1/2/52 6/10/46 Myrtle  
6/1/52 Eugene Creek 6/10/46 Myrtle  
6/1/53 5th 53 6/1/53 6/10/46 Myrtle

SA68

*Exhibit XIId, Record Lancaster, Louis C., Annexed to  
Foregoing Affidavit.*

NAME		BX. #								
Lancaster, L J. Chris		2787								
1860 Oakmead Dr.-Apt. 15		LE. # 689-4248								
Concord, Calif. 94520		LIC. # 71-23-91								
218-20-2418 579932		R26108								
DATE OF ADMITTANCE 10/8/68										
DATE	DUES STAMP #	QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4					
10/8/68	Publication						Ret 4791			1000-
4/2/69	13447						69			
10/25/69	14077						69 F3330	68		4/2/69
								68 F257		"
							F4303	69		1/3/69
12/29/69	15103					X	69			2/2/70
"	550	X					70			1/1
"									1313	"
5/15/70	17131						70 5144	70		
7/9/70	17572						70			
9/24/70	18444					X	70			
2/17/71	19728						71		4/70	54.01
4/7	295						71 6366	11/70	600	54.56
6/21/71	864					X	71			
12/13/72	1870						+74			
3/10/72	4215						72			
5/9/72	4277						72 7025	72		
9/13/72	1035						72			
1/16/73	12555						+72			
4/24/73	872						73			
5/21/73	1235						73 7813	73		
6/2/73	1305						73			
11/23/73	4722					X	73			
4/24/74	1277						74 9389	74		
"	1278						74			

Paied  
5/5/72



*Exhibit XIId, Record Lancaster, Louis C., Annexed to  
Foregoing Affidavit.*

Lancaster, L.J. Chris

2787

[illegible]

**Exhibit XIIe, Record Casella, Salvatore M, Annexed to Foregoing Affidavit.**

GOLDSMITH BROTHERS  
Loose Leaf Specialists  
77 NASSAU STREET, N.Y.  
NO. 1150-BH

*Casella, Salvatore M.  
287 Euclid Avenue  
Hudson, N.Y.*

6/1/45	Remitted from P.C.	12-
3rd 45 7/5/45	16483	
6/10/45	Remitted 5.2 - New York	15-
3rd 50 8/2/51	15749	
6/1/50	15748	15-
6/1/51	23335	25-
3rd 51	23335	25-
6/1/51	23337	25-
6/1/51	23331	25-
6/1/52	24515	25-
2nd 52 4/1/52	30674	30-
3rd 52 7/3/52	31925	30-
4th 52 12/2/52	34376	30-
6/1/53	34377	30-
3rd 53 1/10/53	36743	30-
3rd 53 7/20/53	37898	30-
4/1/54	Excluded	

*7/20/53 F.F. Dunham # 50115 50 -*

*T.A. Div 2-5354*

12/6/49	Re. Bulfinch	2	6/20/55
3/22/45	Re. Remitted	3	10/1/55
6/10/51	Re. Remitted	3	8/1/55
9/2/51	Re. Remitted	3	10/1/55
11/2/51	Re. Remitted	3	10/1/55
14/1/52	Re. Remitted	3	10/1/55
7/9/52	Re. Remitted	3	10/1/55
2-5-53	Re. Remitted	3	10/1/55

*2. 618134  
(Remitted) 2.140  
T-2-34 20*



SA71

*Exhibit XIII, Record Casella, Salvatore M., Annexed to  
Foregoing Affidavit.*

June 8, 1965

17 Cherokee Trail  
Oakland, New Jersey

Mr. Bernard L. Smith  
Secretary-Treasurer  
American Radio Association AFL-CIO  
270 Madison Ave.  
New York 16, N.Y.

Dear Mr. Smith:

I would like to make application for my  
transfer from the group 2 list to the group 1 list.

As instructed by Mr. Bill Shoeman over  
the telephone, I am listing all my time as appears on  
my ship discharges, plus my personal check for \$1000  
dollars for the initiation fee.

<u>SHIP</u>	<u>COMPANY</u>	<u>DATES</u>	<u>DAYS</u>
Brasil	Moore-Mc Lines	June 30, 60 Aug. 1, 60	33
Independence	Am. Export Lines	May 23, 61 June 13, 61	22
Argentina	Moore-Mc Lines	May 22, 63 June 3, 63	13
Hess Bunker	Hess Oil Corp.	June 11, 63 June 17, 63	7
Overseas Rebecca	Maritime Overseas Corp.	June 25, 63 Nov. 20, 63	149
Santa Rosa	Grace Lines	Dec. 27, 63 Jan. 23, 64	28
Santa Magdalena	Grace Lines	March 13, 64 April 2, 64	21
Gulflube	Gulf Oil Corp.	May 22, 64 June 6, 64	15

( CONTINUED NEXT PAGE )

SA72

*Exhibit XIIe, Record Casella, Salvatore M., Annexed to  
Foregoing Affidavit.*

<u>SHIP</u>	<u>COMPANY</u>	<u>DATES</u>	<u>DAYS</u>
Santa Mercedes	Grace Lines	July 3, 64 Aug. 27, 64	56
American Hunter	T.J. Steverson Lines Inc.	Sept. 8, 64 Dec. 17, 64	101
Gulfbeaver	Gulf Oil Corp.	Dec. 27, 64 Jan. 8, 64	13
		TOTAL	458

Thanking you for any consideration, I remain

Very truly yours,  
*Salvatore M. Casella*  
Salvatore M. Casella



SA73

**Exhibit XIIe, Record Casella, Salvatore M., Annexed to  
Foregoing Affidavit.**

NAME		BK. #	
CASELLA SALVATORE		2634	
Somers Pt. Rd. - RD1/Box 82		NE-609-625-9427	
Mays Landing, N.J 08330		FCC # T-2-3752	
141-20-190		NIA # R9337	
7-7-65			
DATE OF ADMITTANCE 7-7-65			

DATE	DUES STAMP #	QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4					
7-7-65	Init Fee Pd.					5108			1,000.00	
7/7/65	3.53			X		65				
11/2/65	4.05				X	65				
13/7/65	4.44		X			66				
4/14/66	5.96.0			X		66				
7/1/66	8.14			X		66	F1717	66	4/13/66	
7/23/66	8.23.1			X		66				
12/4/66	7.61.2		X			67	F3417	67	5/4/67	
3/4/67	10.18.3		X			67				
4/14/67	10.42.8			X		67				
8/14/67	11.57.7			X		67	3650	68	3/4/67	
12/26/67	37		X			68				
12/26/67	38		X			68				
12/26/67	39			X		68				
12/26/67	40			X		68			1515	2/4/68
12/19/68	288.3		X			69				
1/1/69	38.8.1				X	69			2110	4/1/69
7/14/69	14.78.4			X		69				
10/1/69	15.80.7			X		69				
4/27/72	19.6.6		X			72				
10/7/72	no card				X	72	4.32	72	4/1/72	
6/5/72	6.6.2			X		72				
1/5/72	Remitted									
9/28/72	6.18.8			X		72			11/72	13.11
12/11/72	22.7.9		X			72				
3/28/73	9.5.0		X			73	7045	73	2/5/73	
7/1/73	4.1.3		X			73				
5/1/73	11.2.7		X			73				
1/15/74	1.3.5		X			74	1.4.4	74		
6/1/76	14.9.0		X			74				
5/1/76	19.9.9		X			74				

SA74

Exhibit XIIe, Record Casella, Salvatore M., Annexed to Foregoing Affidavit.

casella, Salvatore		2634
SUB INDEX CARD		
NAME	DATE	
Antonio V. Casella	only 7/2/65	
President of the Union	8/31/65	12/1/65
Albino Union	11/1/65	4/2/66
John K. Casella	1/5/66	12/1/66
3/3/66		
Salvatore Casella	5/31/66	8/14/66
7/13/66		
President of the Union	8/12/66	12/1/66
Constitution of the Union	8/30/66	12/1/66
President of the Union	2/22/67	5/4/67
President of the Union	5/15/67	6/17/67
Export/Challenger	10/7/68	only
5/1/69 - 5/25/69		
Secretary of the Union	7/5/72	12/1/72
E.K. Holmes	7/11/72	12/1/72
Hess Referee	12/27/72	only
2/5/73		
Laugatack Hudson	6/13/73	7/11/73
President of the Union	7/24/73	12/1/73
Export/Challenger	7/19/74	5/13/74



9/3/95	Flavies Receipt	2	9/2/95	Don Rd
10/7/95	Thos Nelson Page	3	10/1/95	Trace
9/29/96	New Born Victory	(32)	2/8/97	Prod.
2/11/97	Syring Amos	only 8/6/97 with and.		
11/14/97	Tom Stebbins	only 28/9/98 with and.		
4/1/98	Trace	11/5/98		
4/20/98	Trace	11/6/98		
7/19/99	Calculus	only 11/6/98 with and.		
12/3/99	L. M. Peak	only 11/6/98 with and.		
5/4/00	Gen. Tessa	only 11/6/98 with and.		
7/1/00	Ed. W. W. W.	only 11/6/98 with and.		
8/3/00	Mormon	only 11/6/98 with and.		
10/27/00	Ed. W. W. W.	only 11/6/98 with and.		
11/9/01	Ed. W. W. W.	only 11/6/98 with and.		
5/1/01	Mormon	only 11/6/98 with and.		
5/23/01	Ed. W. W. W.	only 11/6/98 with and.		
1/18/02	Thos. Nelson	only 11/6/98 with and.		
4/24/02	New Born Victory	only 11/6/98 with and.		
5/26/02	Ed. W. W. W.	only 11/6/98 with and.		
7/17/02	Ed. W. W. W.	only 11/6/98 with and.		
11/5/02	Ed. W. W. W.	only 11/6/98 with and.		
11/15/02	Ed. W. W. W.	only 11/6/98 with and.		
1/6/03	Ed. W. W. W.	only 11/6/98 with and.		
5/8/03	Ed. W. W. W.	only 11/6/98 with and.		
1-3-03	Ed. W. W. W.	only 11/6/98 with and.		
6/18/03	Ed. W. W. W.	only 11/6/98 with and.		
6/23/03	Ed. W. W. W.	only 11/6/98 with and.		
8/4/03	Ed. W. W. W.	only 11/6/98 with and.		
7/1/03	Ed. W. W. W.	only 11/6/98 with and.		
9/1/03	Ed. W. W. W.	only 11/6/98 with and.		
10/1/03	Ed. W. W. W.	only 11/6/98 with and.		
11/1/03	Ed. W. W. W.	only 11/6/98 with and.		
12/1/03	Ed. W. W. W.	only 11/6/98 with and.		
1/1/04	Ed. W. W. W.	only 11/6/98 with and.		
2/1/04	Ed. W. W. W.	only 11/6/98 with and.		
3/1/04	Ed. W. W. W.	only 11/6/98 with and.		
4/1/04	Ed. W. W. W.	only 11/6/98 with and.		
5/1/04	Ed. W. W. W.	only 11/6/98 with and.		
6/1/04	Ed. W. W. W.	only 11/6/98 with and.		
7/1/04	Ed. W. W. W.	only 11/6/98 with and.		
8/1/04	Ed. W. W. W.	only 11/6/98 with and.		
9/1/04	Ed. W. W. W.	only 11/6/98 with and.		
10/1/04	Ed. W. W. W.	only 11/6/98 with and.		
11/1/04	Ed. W. W. W.	only 11/6/98 with and.		
12/1/04	Ed. W. W. W.	only 11/6/98 with and.		
1/1/05	Ed. W. W. W.	only 11/6/98 with and.		
2/1/05	Ed. W. W. W.	only 11/6/98 with and.		
3/1/05	Ed. W. W. W.	only 11/6/98 with and.		
4/1/05	Ed. W. W. W.	only 11/6/98 with and.		
5/1/05	Ed. W. W. W.	only 11/6/98 with and.		
6/1/05	Ed. W. W. W.	only 11/6/98 with and.		
7/1/05	Ed. W. W. W.	only 11/6/98 with and.		
8/1/05	Ed. W. W. W.	only 11/6/98 with and.		
9/1/05	Ed. W. W. W.	only 11/6/98 with and.		
10/1/05	Ed. W. W. W.	only 11/6/98 with and.		
11/1/05	Ed. W. W. W.	only 11/6/98 with and.		
12/1/05	Ed. W. W. W.	only 11/6/98 with and.		
1/1/06	Ed. W. W. W.	only 11/6/98 with and.		
2/1/06	Ed. W. W. W.	only 11/6/98 with and.		
3/1/06	Ed. W. W. W.	only 11/6/98 with and.		
4/1/06	Ed. W. W. W.	only 11/6/98 with and.		
5/1/06	Ed. W. W. W.	only 11/6/98 with and.		
6/1/06	Ed. W. W. W.	only 11/6/98 with and.		
7/1/06	Ed. W. W. W.	only 11/6/98 with and.		
8/1/06	Ed. W. W. W.	only 11/6/98 with and.		
9/1/06	Ed. W. W. W.	only 11/6/98 with and.		
10/1/06	Ed. W. W. W.	only 11/6/98 with and.		
11/1/06	Ed. W. W. W.	only 11/6/98 with and.		
12/1/06	Ed. W. W. W.	only 11/6/98 with and.		
1/1/07	Ed. W. W. W.	only 11/6/98 with and.		

SA76

Exhibit XII f, Record Laing, Amos Joseph, Annexed to  
Foregoing Affidavit.

34. 1724

(Signed per Bk.)

Laing, Amos

1st 51 12/10/50	20003	25-
2nd 51 12/10/50	27321	25-
3rd 51 12/10/50	24370	25-
4th 51 12/10/50	25415	25-
1st 52 2/10/52	26865	25-
2nd 52 4/1/52	31664	30-
3rd 52 12/22/52	34326	30-
4th 52	34327	30-
1st 53 3/2/53	35613	30-
2nd 53 5/22/53	37216	30-
3rd 53 8/4/53	38168	30-
11/1/54	Expelled	



**GOLDSMITH BROTHERS**  
Loose Leaf Specialists  
77 NASSAU ST., NEW YORK 6, N. Y.  
TELEPHONE CORTLAND 7-7800  
NO. 1150--BH

Group 2

2-13-77  
39  
21712-A C/c

See 4-1345

72

1871

[illegible]

9/11/56 Emp. Office. 54<sup>th</sup> 8/100 -  
5/11/57 P.C. Head 5061 #50 -  
9/13/57 P.C. Head 5065 #50 -  
6/24/58 P.C. 5945 #50 -

EX. XII  
p. 2

SA78

*Exhibit XIIIf, Record Laing, Amos Joseph, Annexed to  
Foregoing Affidavit.*

Laing, Amos

2/18/63 Fighting Fund F 6857 725 - 1903  
11/11/63 1st Diva D 5374 65 - 3/13



SA79

**Exhibit XIIIf, Record Laing, Imos Joseph, Annexed to  
Foregoing Affidavit.**

NAME LAING, AMOS

BK. #

1724

SHIPPING RECORD					
NAME OF SHIP	COMPANY	DATE ON	PSN.	P-T	DATE OFF
Amos	Export	1/3/64	17	T	5/24/64
Amos	Export	6/1/64	17	T	9/8/64
Amos	Export	9/20/64	17	P	12/20/64
10/23/64-11/10/64					
Amos	Export	3/21/65	17	T	5/12/65
Amos	Export	4/21/65	17	T	6/22/65
Amos	Export	12/3/65	17	T	8/10/65
Amos	Export	9/15/65	17	P	8/29/66
Amos	Export	8/29/66	17	T	9/9/66
Amos	Export	10/5/66	17	T	11/1/66
Amos	Export	11/1/66	17	T	11/1/66
Amos	Export	5/18/67	17	T	6/9/67
Amos	Export	7/6/67	17	T	8/22/67
Amos	Export	8/22/67	17	T	10/5/67
Amos	Export	10/5/67	17	T	11/29/67
Amos	Export	11/29/67	17	T	1/16/68
Amos	Export	1/16/68	17	T	2/9/68
Amos	Export	2/9/68	17	T	3/25/68
Amos	Export	3/25/68	17	T	4/12/68
Amos	Export	4/12/68	17	T	5/12/68
Amos	Export	5/12/68	17	T	6/13/68
Amos	Export	6/13/68	17	T	7/13/68
Amos	Export	7/13/68	17	T	8/13/68
Amos	Export	8/13/68	17	T	9/13/68
Amos	Export	9/13/68	17	T	10/13/68
Amos	Export	10/13/68	17	T	11/13/68
Amos	Export	11/13/68	17	T	12/13/68
Amos	Export	12/13/68	17	T	1/13/69
Amos	Export	1/13/69	17	T	2/13/69
Amos	Export	2/13/69	17	T	3/13/69
Amos	Export	3/13/69	17	T	4/13/69
Amos	Export	4/13/69	17	T	5/13/69
Amos	Export	5/13/69	17	T	6/13/69
Amos	Export	6/13/69	17	T	7/13/69
Amos	Export	7/13/69	17	T	8/13/69
Amos	Export	8/13/69	17	T	9/13/69
Amos	Export	9/13/69	17	T	10/13/69
Amos	Export	10/13/69	17	T	11/13/69
Amos	Export	11/13/69	17	T	12/13/69
Amos	Export	12/13/69	17	T	1/13/70
Amos	Export	1/13/70	17	T	2/13/70
Amos	Export	2/13/70	17	T	3/13/70
Amos	Export	3/13/70	17	T	4/13/70
Amos	Export	4/13/70	17	T	5/13/70
Amos	Export	5/13/70	17	T	6/13/70
Amos	Export	6/13/70	17	T	7/13/70
Amos	Export	7/13/70	17	T	8/13/70
Amos	Export	8/13/70	17	T	9/13/70
Amos	Export	9/13/70	17	T	10/13/70
Amos	Export	10/13/70	17	T	11/13/70
Amos	Export	11/13/70	17	T	12/13/70
Amos	Export	12/13/70	17	T	1/13/71
Amos	Export	1/13/71	17	T	2/13/71
Amos	Export	2/13/71	17	T	3/13/71
Amos	Export	3/13/71	17	T	4/13/71
Amos	Export	4/13/71	17	T	5/13/71
Amos	Export	5/13/71	17	T	6/13/71
Amos	Export	6/13/71	17	T	7/13/71
Amos	Export	7/13/71	17	T	8/13/71
Amos	Export	8/13/71	17	T	9/13/71
Amos	Export	9/13/71	17	T	10/13/71
Amos	Export	10/13/71	17	T	11/13/71
Amos	Export	11/13/71	17	T	12/13/71
Amos	Export	12/13/71	17	T	1/13/72
Amos	Export	1/13/72	17	T	2/13/72
Amos	Export	2/13/72	17	T	3/13/72
Amos	Export	3/13/72	17	T	4/13/72
Amos	Export	4/13/72	17	T	5/13/72
Amos	Export	5/13/72	17	T	6/13/72
Amos	Export	6/13/72	17	T	7/13/72
Amos	Export	7/13/72	17	T	8/13/72
Amos	Export	8/13/72	17	T	9/13/72
Amos	Export	9/13/72	17	T	10/13/72
Amos	Export	10/13/72	17	T	11/13/72
Amos	Export	11/13/72	17	T	12/13/72
Amos	Export	12/13/72	17	T	1/13/73
Amos	Export	1/13/73	17	T	2/13/73
Amos	Export	2/13/73	17	T	3/13/73
Amos	Export	3/13/73	17	T	4/13/73
Amos	Export	4/13/73	17	T	5/13/73
Amos	Export	5/13/73	17	T	6/13/73
Amos	Export	6/13/73	17	T	7/13/73
Amos	Export	7/13/73	17	T	8/13/73
Amos	Export	8/13/73	17	T	9/13/73
Amos	Export	9/13/73	17	T	10/13/73
Amos	Export	10/13/73	17	T	11/13/73
Amos	Export	11/13/73	17	T	12/13/73
Amos	Export	12/13/73	17	T	1/13/74
Amos	Export	1/13/74	17	T	2/13/74
Amos	Export	2/13/74	17	T	3/13/74
Amos	Export	3/13/74	17	T	4/13/74
Amos	Export	4/13/74	17	T	5/13/74
Amos	Export	5/13/74	17	T	6/13/74
Amos	Export	6/13/74	17	T	7/13/74
Amos	Export	7/13/74	17	T	8/13/74
Amos	Export	8/13/74	17	T	9/13/74
Amos	Export	9/13/74	17	T	10/13/74
Amos	Export	10/13/74	17	T	11/13/74
Amos	Export	11/13/74	17	T	12/13/74
Amos	Export	12/13/74	17	T	1/13/75
Amos	Export	1/13/75	17	T	2/13/75
Amos	Export	2/13/75	17	T	3/13/75
Amos	Export	3/13/75	17	T	4/13/75
Amos	Export	4/13/75	17	T	5/13/75
Amos	Export	5/13/75	17	T	6/13/75
Amos	Export	6/13/75	17	T	7/13/75
Amos	Export	7/13/75	17	T	8/13/75
Amos	Export	8/13/75	17	T	9/13/75
Amos	Export	9/13/75	17	T	10/13/75
Amos	Export	10/13/75	17	T	11/13/75
Amos	Export	11/13/75	17	T	12/13/75
Amos	Export	12/13/75	17	T	1/13/76
Amos	Export	1/13/76	17	T	2/13/76
Amos	Export	2/13/76	17	T	3/13/76
Amos	Export	3/13/76	17	T	4/13/76
Amos	Export	4/13/76	17	T	5/13/76
Amos	Export	5/13/76	17	T	6/13/76
Amos	Export	6/13/76	17	T	7/13/76
Amos	Export	7/13/76	17	T	8/13/76
Amos	Export	8/13/76	17	T	9/13/76
Amos	Export	9/13/76	17	T	10/13/76
Amos	Export	10/13/76	17	T	11/13/76
Amos	Export	11/13/76	17	T	12/13/76
Amos	Export	12/13/76	17	T	1/13/77
Amos	Export	1/13/77	17	T	2/13/77
Amos	Export	2/13/77	17	T	3/13/77
Amos	Export	3/13/77	17	T	4/13/77
Amos	Export	4/13/77	17	T	5/13/77
Amos	Export	5/13/77	17	T	6/13/77
Amos	Export	6/13/77	17	T	7/13/77
Amos	Export	7/13/77	17	T	8/13/77
Amos	Export	8/13/77	17	T	9/13/77
Amos	Export	9/13/77	17	T	10/13/77
Amos	Export	10/13/77	17	T	11/13/77
Amos	Export	11/13/77	17	T	12/13/77
Amos	Export	12/13/77	17	T	1/13/78
Amos	Export	1/13/78	17	T	2/13/78
Amos	Export	2/13/78	17	T	3/13/78
Amos	Export	3/13/78	17	T	4/13/78
Amos	Export	4/13/78	17	T	5/13/78
Amos	Export	5/13/78	17	T	6/13/78
Amos	Export	6/13/78	17	T	7/13/78
Amos	Export	7/13/78	17	T	8/13/78
Amos	Export	8/13/78	17	T	9/13/78
Amos	Export	9/13/78	17	T	10/13/78
Amos	Export	10/13/78	17	T	11/13/78
Amos	Export	11/13/78	17	T	12/13/78
Amos	Export	12/13/78	17	T	1/13/79
Amos	Export	1/13/79	17	T	2/13/79
Amos	Export	2/13/79	17	T	3/13/79
Amos	Export	3/13/79	17	T	4/13/79
Amos	Export	4/13/79	17	T	5/13/79
Amos	Export	5/13/79	17	T	6/13/79
Amos	Export	6/13/79	17	T	7/13/79
Amos	Export	7/13/79	17	T	8/13/79
Amos	Export	8/13/79	17	T	9/13/79
Amos	Export	9/13/79	17	T	10/13/79
Amos	Export	10/13/79	17	T	11/13/79
Amos	Export	11/13/79	17	T	12/13/79
Amos	Export	12/13/79	17	T	1/13/80
Amos	Export	1/13/80	17	T	2/13/80
Amos	Export	2/13/80	17	T	3/13/80
Amos	Export	3/13/80	17	T	4/13/80
Amos	Export	4/13/80	17	T	5/13/80
Amos	Export	5/13/80	17	T	6/13/80
Amos	Export	6/13/80	17	T	7/13/80
Amos	Export	7/13/80	17	T	8/13/80
Amos	Export	8/13/80	17	T	9/13/80
Amos	Export	9/13/80	17	T	10/13/80
Amos	Export	10/13/80	17	T	11/13/80
Amos	Export	11/13/80	17	T	12/13/80
Amos	Export	12/13/80	17	T	1/13/81
Amos	Export	1/13/81	17	T	2/13/81
Amos	Export	2/13/81	17	T	3/13/81
Amos	Export	3/13/81	17	T	4/13/81
Amos	Export	4/13/81	17	T	5/13/81
Amos	Export	5/13/81	17	T	6/13/81
Amos	Export	6/13/81	17	T	7/13/81
Amos	Export	7/13/81	17	T	8/13/81
Amos	Export	8/13/81	17	T	9/13/81
Amos	Export	9/13/81	17	T	10/13/81
Amos	Export	10/13/81	17	T	11/13/81
Amos	Export	11/13/81	17	T	12/13/81
Amos	Export	12/13/81	17	T	1/13/82
Amos	Export	1/13/82	17	T	2/13/82
Amos	Export	2/13/82	17	T	3/13/82
Amos	Export	3/13/82	17	T	4/13/82
Amos	Export	4/13/82	17	T	5/13/82
Amos	Export	5/13/82	17	T	6/13/82
Amos	Export	6/13/82	17	T	7/13/82
Amos	Export	7/13/82	17	T	8/13/82
Amos	Export	8/13/82	17	T	9/13/82
Amos	Export	9/13/82	17	T	10/13/82
Amos	Export	10/13/82	17	T	11/13/82
Amos	Export	11/13/82	17	T	12/13/82
Amos	Export	12/13/82	17	T	1/13/83
Amos	Export	1/13/83	17	T	2/13/83
Amos	Export	2/13/83	17	T	3/13/83
Amos	Export	3/13/83	17	T	4/13/83
Amos	Export	4/13/83	17	T	5/13/83
Amos	Export	5/13/83	17	T	6/13/83
Amos	Export	6/13/83	17	T	7/13/83
Amos	Export	7/13/83	17	T	8/13/83
Amos	Export	8/13/83	17	T	9/13/83
Amos	Export	9/13/83	17	T	10/13/83
Amos	Export	10/13/83	17	T	11/13/83
Amos	Export	11/13/83	17	T	12/13/83
Amos	Export	12/13/83	17	T	1/13/84
Amos	Export	1/13/84	17	T	2/13/84
Amos	Export	2/13/84	17	T	3/13/84
Amos	Export	3/13/84	17	T	4/13/84
Amos	Export	4/13/84	17	T	5/13/84
Amos	Export	5/13/84	17	T	6/13/84
Amos	Export	6/13/84	17	T	7/13/84
Amos	Export	7/13/84	17	T	8/13/84
Amos	Export	8/13/84	17	T	9/13/84
Amos	Export	9/13/84	17	T	10/13/84
Amos	Export				

SA80

**Exhibit XIIIf, Record Laing, Amos Joseph, Annexed to  
Foregoing Affidavit.**

NAME		ADDRESS		TELE.		DATE OF ADMITTANCE	
LAING, AMOS		APT 101		1724		4/64	
2015 Brooklyn Blvd. 914, 806		APT 101		1724		4/64	
S.S. 129-10-757		10455		LIC. 2-2-4555		400,45	
DATE OF ADMITTANCE		4/64		4/64		4/64	

DATE	DUES STAMP	QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4					
1/3/64	Ret					53.51			8/010	
4/3/64	D6968				X	63				
4/3/64	D6969	X				64		62	B7053	4/3/64
4/3/64	D6970		X			64				1
4/3/64	D7742				X	64		7876	64	
4/3/64	D7743				X	64				
12/1/64	D1002	X				65				
3/24/65	D2541		X			65				
23/65	D3015			X		65				
"	D3016				X	65				
4/4/66	D4504	X				66				
"	D4505		X			66		270	66	1/4/66
4/6/66	D6444			X		66				
"	D6445				X	66				
4/6/67	D1870	X				67		61	F202	67
"	D1871		X			67				
4/6/67	D10404			X		67				
6/30/67	D11535				X	67				
11/2/68	D124	X				68		3960	68	4/29/68
"	D130		X			68				
7/5/68	D2029			X		68				
9/9/68	D2120				X	68			1586	9/10/68
10/1/68	D2115	X				69		3708	69	1/10/69
"	D2116		X			69				7189 4/4/69
4/2/69	D14515				X	69				
5/1/69	D17879				X	69				
7/2/69	D16347	X				70		5895	70	1/2/69
"	D16348		X			70				
5/24/70	D17639			X		70				
8/31/70	D18743				X	70				
1/4/71	D17430	X				71		6347	71	
5/1/71	D47			X		71				
new case										
11/70 be 23.71										



SA81

*Exhibit XIIIf, Record Laing, Amos Joseph, Annexed to  
Foregoing Affidavit.*

NAME *LAING, AMOS* *42 - F. and L. B. Bk. 1124*  
 ADDRESS *2015 Bruckner Blvd. Apt 40-L* *576-666*  
*Bronx, N. Y. 10473* *824-3384*  
 S.S. *129-10-7879* LIC. #

DATE OF ADMITTANCE *4/64*

DATE	DUES STAMP #	QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4					
<i>6/25/71</i>	<i>1346</i>			<i>+</i>		<i>71</i>		<i>1/71</i>	<i>vac</i>	<i>45.01</i>
<i>9/2/71</i>	<i>1661</i>				<i>+</i>	<i>71</i>		<i>4/71</i>	<i>vac</i>	<i>17.75</i>
<i>11/2/72</i>	<i>4018</i>		<i>+</i>			<i>72</i>		<i>9/71</i>	<i>vac</i>	<i>115.46</i>
<i>5/2/72</i>	<i>1992</i>		<i>+</i>			<i>72-7598</i>		<i>72</i>		
	<i>1993</i>			<i>+</i>		<i>72</i>		<i>1/72</i>	<i>vac</i>	<i>48.50</i>
<i>10/3/72</i>	<i>1334</i>				<i>+</i>	<i>72</i>		<i>12/71</i>	<i>vac</i>	<i>42.84</i>
<i>11/27/73</i>	<i>571</i>		<i>+</i>			<i>73</i>		<i>10/32</i>	<i>vac</i>	<i>112.00</i>
<i>5/8/73</i>	<i>4098</i>		<i>+</i>			<i>73</i>		<i>5/73</i>	<i>vac</i>	<i>61.90</i>
<i>8/3/73</i>	<i>4175</i>			<i>+</i>		<i>73</i>		<i>9/73</i>	<i>11</i>	<i>207.25</i>
"	<i>4176</i>				<i>+</i>	<i>73</i>				
<i>2/2/73</i>	<i>61</i>		<i>+</i>			<i>74</i>				
"	<i>62</i>		<i>+</i>			<i>74</i>	<i>9295</i>	<i>74</i>		<i>1/1/74</i>
<i>4/10/74</i>	<i>1924</i>			<i>+</i>		<i>74</i>				
"	<i>1925</i>				<i>+</i>	<i>74</i>				

SA82

*Exhibit XII f, Record Laing, Amos Joseph, Annexed to  
Foregoing Affidavit.*

NAME LAING AMOS

BK. 1724

SHIPPING RECORD					
NAME OF SHIP	COMPANY	DATE ON	PSN.	P-T	DATE OFF
Ponce de Leon	Transam Transp.	3/5/71	08	T	3/12/71
Seatrains San Juan	Hudson	3/5/71	08	T	4/5/71
C.V. Stagbourn	Am Exp.	5/14/71	08	T	6/7/71
Red Jacket	Am Exp.	7/2/71	08	T	9/1/71
Seatrains Delaware	Hudson	9/28/71	08	T	10/21/71
Coastal Harbor	Green	12/14/71	08	T	1/13/72
Export Center	Am Exp.	1/30/72	08	T	10/5/72
Transamco	Hudson	11/20/72	08	T	1/30/73
Six-Breast	Transp.	3/7/73	08	T	4/30/73
Seatrains San Juan	Hudson	5/24/73	08	T	9/9/73
Export Center	TEL	10/11/73	08	T	4/2/74
Monascon	Monascon	4/19/74	08	T	



SA83

Exhibit XIIg, Record Newbrough, Joseph, Annexed to  
Foregoing Affidavit.

Bk # 2014

Newbrough, Joseph

3-8-56	12/1/57	C 3662	50 -
4-1-56	" "	C 3663	50 -
4-1-57	" "	C 3664	50 -
6/1/57		Expelled	

Exhibit XIIg, Record Newbrough, Joseph, Annexed to Foregoing Affidavit.

GOLDSMITH BROTHERS  
Lease Leaf Specialists  
97 NASSAU STREET, N.Y.  
NO. 1150-BH

Newbrough, Joseph  
1851-1901  
Baton Rouge, La.

Settled by  
Bert 251 South Main, O.R.

48. 438-01-2648  
Z. 275 252

See. and

Reimbursed

Date	Description	Amount	Balance
8/12/50	Reimbursed - New Orleans	15-	
3rd 50	9/25/50	12661	15-
4th 50	12/18/50	14430	15-
5th 51	2/26/51	20335	25-
6th 51	5/29/51	219.6	25-
7th 51	"	219.7	25-
8th 51	"	24712.3	25-
9th 52	2/25/52	26012	25-
10th 52	4/24/52	30943	30-
11th 52	8.1.52	32082	30-
12th 52	3/22/53	34826	30-
1st 53	"	34827	30-
2nd 53	9/22/53	37970	30-
3rd 53	"	37971	30-
4th 53	3/11/53	30926	30-
5th 54	2/19/54	40919	30-
6th 54	4/1/54	40986	30-
7th 54	"	40986	30-
8th 54	4/1/54	40986	30-
9th 54	4/1/54	40986	30-
10th 54	4/1/54	40986	30-
11th 54	4/1/54	40986	30-
12th 54	4/1/54	40986	30-
1st 55	1/25/55	7614	30-
2nd 55	1/27/55	2296	30-
3rd 55	1/27/55	1431763	30-
4th 55	1/27/55	132252	30-
5th 55	1/27/55	132252	30-
6th 55	1/27/55	132252	30-
7th 55	1/27/55	132252	30-
8th 55	1/27/55	132252	30-
9th 55	1/27/55	132252	30-
10th 55	1/27/55	132252	30-
11th 55	1/27/55	132252	30-
12th 55	1/27/55	132252	30-

Date	Description	Amount	Balance
8/12/50	Reimbursed		
1/20/51	New Orleans	3417	3417
4/1/51	Reimbursed	5235	8852
5/3/51	Reimbursed	10/1/51	19867
10/1/51	Due 10/1/51	19867	39734
1-5-52	John Taylor	3-9-53	43697
4-9-53	Reimbursed	43697	87394
9/16/53	Reimbursed	87394	174788
12/1/53	Reimbursed	174788	349582
3-28-54	By New Orleans	349582	699164
6/13/54	Reimbursed	699164	1398328

Final



*Exhibit XIIg, Record Newbrough, Joseph, Annexed to  
Foregoing Affidavit.*

Mr. Joseph Newbrough  
224 North Pine Avenue  
Chicago 44, Illinois  
Tel. No. ES9 - 8153

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6/6/63	3/5	See above	2nd Inst. D	7/22/63	1/1/64
8/6/63	2	See above	only	+	7/1/64
11/24/63	3	See above	only	+	3/3/64
6/25/64	3	See above	11/5	+	1/15/64
10/30/64	1	See above	only	+	1/30/64
2/11/65	1	See above	only	+	1/30/64

7/27/62	Re	D	9/14/62
11/3/63	Re	F	5-20-64
8/31/64	Re	F	6/9/67
			1/9/68

9/65	3/63
65-	1/63
65	1/63
	3/61

SA86

**Exhibit XIIg, Record Newbrough, Joseph, Annexed to  
Foregoing Affidavit.**

NAME	NEWBROUGH JOSEPH				NO.	2623		
AD	1869 Wedgemere Rd.				TELE.	717-461-3648		
	El Cajon, Calif. 92020					714-466-4131		
SSN	438-07-8648				2,275-252	71-14857		
DATE OF ADmittance	1-5-65					R-7471		
DATE	DUES STAMP	CHARTERS				STRIKE C.F.F.	YR.	BLOG. FUND
		1	2	3	4			
1-5-65	Init Fee	pd.				Ret.	5198	1,000.00
1/15/65	D 1132	X				65		
7/1/65	D 2718		X			65	65	1/1/65
7/1/65	D 3257		X			65		
11/2/65	D 4328			X		65		
11/2/65	D 4860	X				66	2752	11/2/65
5/2/66	D 5705		X			66		
8/1/66	D 6546		X			66		
11/7/66	D 7170			X		66		
1/2/67	D 8511	X				67	2470	1/2/67
5/3/67	D 10613		X			67		
9/27/67	D 10614		X			67		
4/6/67	D 11797			X		67		
9/2/67	D 15446	X				68	4408	9/2/67
7/19/68	D 1382		X			68	68	70
10/27/68	D 15351		X			68	69	1509
	D 12852			X		68		
3/12/69	D 13368	X				69		
6/12/69						69	457	69
1/7/71	D 14015		X			69		
1/23/69	D 14405		X			69		
10/2/69	D 15587			X		69		
3/2/70	D 16500	X				70	5792	70
5/1/70	D 17116		X			70		
8/19/70	D 17672		X			70		
10/1/70	D 18560			X		70	1170	181.68
1/2/71	D 19692	X				71	6600	71
4/15/71	D 8042		X			71	671	160.50
3/27/71	D 1112		X			71		
1/7/72	D 1974		X			71	1171	711.5
3/4/72	D 4232	X				72	7696	72
4/7/72	D 4294		X			72		11/1/72 187.00
9/13/72	D 1037		X			72		
10/3/72	D 1163			X		72		

CO 112471

Paul  
5.03  
11/7/72



SA87

**Exhibit XIIg, Record Newbrough, Joseph, Annexed to  
Foregoing Affidavit.**

Newbrough Joseph

2623

SHIPPING RECORD					
NAME OF SHIP	COMPANY	DATE ON	FROM	TO	DATE OFF
Exterior	Am Exp	8/12/66	P		11/17/66
Am Exp	Am Exp	2/28/66	P		6/14/66
Am Exp	Am Exp	2/24/66	P		6/14/66
Am Exp	Am Exp	10/6/66	P		11/21/66
Am Exp	Am Exp	12/5/66	P		3/21/67
Am Exp	Am Exp	4/6/67	P		3/11/67
Am Exp	Am Exp	8/34/70	P		11/16/67
Am Exp	Am Exp	8/10/67	P		3/24/68
Am Exp	Am Exp	10/27/68	P		4/1/69
Am Exp	Am Exp	5/6/69	P		8/19/69
Am Exp	Am Exp	7/21/69	P		3/2/70
Am Exp	Am Exp	6/3/70	P		12/30/70
Am Exp	Am Exp	3/15/71	P		6/21/71
Am Exp	Am Exp	10/28/71	P		12/21/71
Am Exp	Am Exp	7/13/72	P		12/25/72
Am Exp	Am Exp	12/22/72	P		3/12/73

SA88

*Exhibit XIIg, Record Newbrough, Joseph, Annexed to  
Foregoing Affidavit.*

NAME	NEWBROUGH JOSEPH	BK. #	2623
ADDRESS	1762 Wedgemere Rd. El Cajon, Calif. 92020	TELE.	714-4615608 714-466-4131
		LIC.	TI-14-851
	438-07-8648		R 7471
DATE OF ADMITTANCE	1/5/65		

DATE OF ADMITTANCE		QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
DATE	DUES STAMP #	1	2	3	4					
3/12/73	729	X				73	7820	73		
6/21/73	1306	X				73				
10/2/73	4346		X			73				
11/21/74	4569				X	73				
2/13/74	517	X				74	8327	74		2/13/74
7/6/74	1525		T			74				



SA89

*Exhibit XIIg, Record Newbrough, Joseph, Annexed to Foregoing Affidavit.*

NAME NEWBROUGH JOSEPH

ВК. • 2623

[illegible]

Exhibit XIIh, Record Adelman, Ernest, Annexed to  
Foregoing Affidavit.

Bk # 1066  
Adelman, Ernest

Adelman, Ernest

251	22276	25-
25	27622	25-
25	27623	25-
52	27433	25-
52	32390	30 -
52	33509	30 -
52	33561	30 -
53	Expelled	



SA91

Exhibit XIIIh, Record Adelman, Ernest, Annexed to  
Foregoing Affidavit.

GOLDSMITH BROTHERS  
Lemon Leaf Specialists  
77 MADISON STREET, N.Y.  
NO. 1150--RM

Adelman, Ernest A.  
134-14 FRANKLIN AVE  
FLUSHING, LI-NY  
Q6 JEFFERSON

12/10/46 Transferred family #10			
12/14/47	1398	12-	
2nd 47 4/21/49	1949	12-	
3rd 47 9/26/49	5109	12-	
4th 47	5110	12-	
1st 48 2/21/48	545	12-	
2nd 48 10/8/48	3358	12-	
3rd 48	1403	15-	
4th 48	1403	15-	
1st 49 2/15/49	3712	15-	
2nd 49 12/5/49	8902	15-	
3rd 49	8903	15-	
4th 49	8904	15-	
1st 50	8905	15-	
2nd 50	8906	15-	
3rd 50	13114	15-	
4th 50 11/3/50	13692	15-	
1st 51 3/27/51	21249	25-	
2nd 51 8-47	44 1336A	25-	
3rd 51 8-47	44 1336A	25-	
4th 51 8-47	44 1336A	25-	
5th 51 8-47	44 1336A	25-	
6th 51 8-47	44 1336A	25-	
7th 51 8-47	44 1336A	25-	
8th 51 8-47	44 1336A	25-	
9th 51 8-47	44 1336A	25-	
10th 51 8-47	44 1336A	25-	
11th 51 8-47	44 1336A	25-	
12th 51 8-47	44 1336A	25-	
13th 51 8-47	44 1336A	25-	
14th 51 8-47	44 1336A	25-	
15th 51 8-47	44 1336A	25-	
16th 51 8-47	44 1336A	25-	
17th 51 8-47	44 1336A	25-	
18th 51 8-47	44 1336A	25-	
19th 51 8-47	44 1336A	25-	
20th 51 8-47	44 1336A	25-	
21st 51 8-47	44 1336A	25-	
22nd 51 8-47	44 1336A	25-	
23rd 51 8-47	44 1336A	25-	
24th 51 8-47	44 1336A	25-	
25th 51 8-47	44 1336A	25-	
26th 51 8-47	44 1336A	25-	
27th 51 8-47	44 1336A	25-	
28th 51 8-47	44 1336A	25-	
29th 51 8-47	44 1336A	25-	
30th 51 8-47	44 1336A	25-	
31st 51 8-47	44 1336A	25-	
32nd 51 8-47	44 1336A	25-	
33rd 51 8-47	44 1336A	25-	
34th 51 8-47	44 1336A	25-	
35th 51 8-47	44 1336A	25-	
36th 51 8-47	44 1336A	25-	
37th 51 8-47	44 1336A	25-	
38th 51 8-47	44 1336A	25-	
39th 51 8-47	44 1336A	25-	
40th 51 8-47	44 1336A	25-	
41st 51 8-47	44 1336A	25-	
42nd 51 8-47	44 1336A	25-	
43rd 51 8-47	44 1336A	25-	
44th 51 8-47	44 1336A	25-	
45th 51 8-47	44 1336A	25-	
46th 51 8-47	44 1336A	25-	
47th 51 8-47	44 1336A	25-	
48th 51 8-47	44 1336A	25-	
49th 51 8-47	44 1336A	25-	
50th 51 8-47	44 1336A	25-	
51st 51 8-47	44 1336A	25-	
52nd 51 8-47	44 1336A	25-	
53rd 51 8-47	44 1336A	25-	
54th 51 8-47	44 1336A	25-	
55th 51 8-47	44 1336A	25-	
56th 51 8-47	44 1336A	25-	
57th 51 8-47	44 1336A	25-	
58th 51 8-47	44 1336A	25-	
59th 51 8-47	44 1336A	25-	
60th 51 8-47	44 1336A	25-	
61st 51 8-47	44 1336A	25-	
62nd 51 8-47	44 1336A	25-	
63rd 51 8-47	44 1336A	25-	
64th 51 8-47	44 1336A	25-	
65th 51 8-47	44 1336A	25-	
66th 51 8-47	44 1336A	25-	
67th 51 8-47	44 1336A	25-	
68th 51 8-47	44 1336A	25-	
69th 51 8-47	44 1336A	25-	
70th 51 8-47	44 1336A	25-	
71st 51 8-47	44 1336A	25-	
72nd 51 8-47	44 1336A	25-	
73rd 51 8-47	44 1336A	25-	
74th 51 8-47	44 1336A	25-	
75th 51 8-47	44 1336A	25-	
76th 51 8-47	44 1336A	25-	
77th 51 8-47	44 1336A	25-	
78th 51 8-47	44 1336A	25-	
79th 51 8-47	44 1336A	25-	
80th 51 8-47	44 1336A	25-	
81st 51 8-47	44 1336A	25-	
82nd 51 8-47	44 1336A	25-	
83rd 51 8-47	44 1336A	25-	
84th 51 8-47	44 1336A	25-	
85th 51 8-47	44 1336A	25-	
86th 51 8-47	44 1336A	25-	
87th 51 8-47	44 1336A	25-	
88th 51 8-47	44 1336A	25-	
89th 51 8-47	44 1336A	25-	
90th 51 8-47	44 1336A	25-	
91st 51 8-47	44 1336A	25-	
92nd 51 8-47	44 1336A	25-	
93rd 51 8-47	44 1336A	25-	
94th 51 8-47	44 1336A	25-	
95th 51 8-47	44 1336A	25-	
96th 51 8-47	44 1336A	25-	
97th 51 8-47	44 1336A	25-	
98th 51 8-47	44 1336A	25-	
99th 51 8-47	44 1336A	25-	
100th 51 8-47	44 1336A	25-	

12/19/46 Rec. from  
4/15/47 Rec. from  
5/28/47 Rec. from  
Franklin Ave  
only 2/21/47 Rec. from  
Franklin Ave  
only 12/21/48 Rec. from  
Franklin Ave  
only 11/15/49 Rec. from  
Franklin Ave

Adelman

SA92

Exhibit XIIh, Record Adelman, Ernest, Annexed to  
Foregoing Affidavit.

SHEET NO. \_\_\_\_\_  
TERMS \_\_\_\_\_  
RATING \_\_\_\_\_  
CREDIT LIMIT \_\_\_\_\_

DATE 19\_\_\_\_  
ITEMS \_\_\_\_\_  
FOLIO \_\_\_\_\_

NAME Adelman Ernest  
ADDRESS \_\_\_\_\_

Debit m  
Normal 7/10/69 Normal one only 4/1/65

DEBITS \_\_\_\_\_  
DATE 19\_\_\_\_  
ITEMS \_\_\_\_\_  
FOLIO \_\_\_\_\_  
CREDITS \_\_\_\_\_

7/1/64 PC used D 8078 65 2/1/64  
11/1/64 PC used D 5454 65 4/1/64  
4/1/65 PC used D 2580 70 1/1/65  
7/1/65 PC used D 1879 910-1/65  
F. used 963 65



*Exhibit XIIh, Record Adelman, Ernest, Annexed to Foregoing Affidavit.*

SHEET NO.	TERMS	RATING	CREDIT LIMIT	NAME	ADDRESS	DATE	ITEMS	FOLIO	DEBITS	DATE	ITEMS	FOLIO	CREDITS
2	751115	SS	112-09-6000	Ernest Edelmann	90 friend ship road, Lakewood, N. Jersey	1/6/66	Western Hunter	40-66	1/6/66	1/6/66	Western Hunter	20-66	1/6/66
						1/6/66				8/31/67			11/24/67

EX. XII h, P.3

EX. XII h, p. 3

SA94

*Exhibit XIIh, Record Adelman, Ernest, Annexed to  
Foregoing Affidavit.*

NAME		ADELMAN, ERNEST A.				OK. #	2704			
ADDRESS		19 Wall-St. N.Y. 11968				TELE. #	516 283			
		<i>X. Adelman, A. G. 08701</i>					5761			
SS. #		112-09-6000					2751115 LIC. #			
DATE OF ADMITTANCE		4-7-67 Rct. 4428					1,000.			
DATE	DUES STAMP #	QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4					
4/2/67	9958		X			66				
"	9959			X		66	F3-11	67		4/26/67
"	9960			X		66				
"	9961	X				67				
"	9962	X				67				
"	9963		X			67				
"	9964			X		67				
1/2/68	81	X				68	F366	68		1/2/68
4/25/68	1286		X			68		68	801	4/25/68
"	1287		X			68		69	802	"
7/16/68	32133					68				
11/18/68	3387	X				69	1664	69		
"	3388	X				69				
"	3389		X			69				
"	3390			X		69				
1/2/70	15238	X				70				1/2/70
"	15239		X			70				"
"	15240			X		70				"
"	15241			X		70				"
1/2/71	19680	X				71	5207	70		"
6/10/71	806		X			71	6089	70		3/1/74
9/14/71	1298		X			71		9/71	1298	12/6/71
11/22/71	1812			X		71				
4/19/72	4627	X				72	8125	72		
"	1744		X			72		7/72	1744	2/1/72
9/11/72	6942		X			72				
"	6943			X		72				
4/4/73	998	X				73	9133	73		
"	999		X			73				
7/17/73	4133		X			73				
"	4134		X			73				
1/4/74	276	X				74	1931			1/4/74
"	277		X			74				
and card										



SA95

*Exhibit XIIh, Record Adelman, Ernest, Annexed to  
Foregoing Affidavit.*

NAME ADELMAN, ERNEST

BK. 6 2704

SHIPPING RECORD					
NAME OF SHIP	COMPANY	DATE ON	PSN	P-T	DATE OFF
Western Breeze					
2/17-8/31/67					12/5/67
Dec 1967	APL	4/5/68	ent	P	11/1/69
10/17/68-12/1/68					
1/24/69-5/29/69					
7/13/70-7/18/71					
9/14/71-11/22/71					
12/1/71					
7/5/72-10/16/72					
7/17/72					1/2/74

SA96

**Exhibit Xlli, Record Ocampo, Jose A., Annexed to  
Foregoing Affidavit.**

SOCIAL SECURITY NR _____ U.S.C.G.Z. # _____ DATE INITIATED <u>12-30-57</u>		BOOK NO. <u>7884 1213</u> LOCAL NO. _____ LICENSE NO. _____ CLASS _____ STRIKE % _____	
NAME <u>Ocampo, Jose A.</u> HOME ADDRESS <u>189 Topolka Avenue</u> PHONE Y.A. <u>4-5161</u>		LOCAL ADDRESS <u>SAN FERNANDO, CALIF</u> PHONE _____	
DUES PAYABLE		STAMP #	SHIP RECORD
VESSEL		FROM	TO
Gordon, Genl.		11/10/50	11/10/50
RATING AND WAGE		A.P.L.	
1ST QUARTER 1941	12-	1832	
2ND QUARTER	12-	2540	
3RD QUARTER	15-	3463	
4TH QUARTER	15-	2007	
1ST QUARTER 1949	15-	2769	
2ND QUARTER	15-	2770	
3RD QUARTER	15-	5606	
4TH QUARTER	15-	7126	
1ST QUARTER 1950	15-	8271	
2ND QUARTER	15-	10128	
3RD QUARTER	15-	13708	
4TH QUARTER	15-	13676	
1ST QUARTER 1951	15-	13697	
2ND QUARTER	25-	22660	
3RD QUARTER			
4TH QUARTER	6/30/51	Withdrawal #252	
1ST QUARTER 19			
2ND QUARTER			
3RD QUARTER			
4TH QUARTER			
STRIKE ASSESSMENTS		G.F.A. ASSESSMENT	
1-8 DEFENSE #893	5-	6223	7-8
1949 Assessment	5-	8249	568
Donation Fighting Fund	5-	2220	25
1950 Assessment	5-	7750	1767
Donation F.F.	10-	5657	5657



SA97

Exhibit XIIi, Record Ocampo, Jose A., Annexed to Foregoing Affidavit.

GOLDSMITH BROS., Stationers & Printers, 77 Nassau St., N. Y. C. 77925

FORM 11-55 10

SHEET NO. \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_

TERMS 55 570-28-1500 NAME  
RATING 2 743-058 ADDRESS  
CREDIT LIMIT \$221.66

Ocampo, Jose A.  
1721 Hillside Blvd.  
San Francisco, Calif.

583-2497

DATE 19\_\_

ITEMS

FOLIO

DEBITS

DATE

ITEMS

FOLIO

CREDITS

Metson  
Grace  
Maurice

11/7/67 Xavier DeLong only T 10/9/67  
5/5/67 Lawrence Dieck T  
10/18/67 Metson only T  
5/4/68 see ledger for end T

1/30/67 PC from D 75.00 70- 11/67  
1/27/67 PC 869.3 70 3/67  
1/26/67 PC 970.4 70- 3/67  
1/26/67 PC 1071.6 70- 1/67  
1/26/67 PC 1237.9 70- 1/67  
1/26/67 PC 3280 401 12/68  
4/25/68 PC 487 70 2/68  
4/24/68 PC 285 50 68  
7/17/68 1370 70 3/6

SA98

**Exhibit XIII, Record Ocampo, Jose A., Annexed to  
Foregoing Affidavit.**

NAME		BK. #								
Ocampo, Jose A.		2786								
ADDRESS		TELE. #								
1721 Hillside Blvd. So. San Francisco, Calif. 94080		583-2497								
S.S. #		LIC.								
570-28-1500 743058		R22166								
DATE OF ADMITTANCE 10/8/68										
DATE	DUES STAMP #	QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4					
10/1/68	Initiation Fee Pd						Ret 4790			1000
11/4/68	12891					X	68			
12/1/68	337		✓				69 F3280	68		3/7/68
1/11/69	13752			✓			69	68	F285	
3/4/69	14294				✓		69 4515	69		2/1/69
10/21/69	15502					X	69		1216	4/14/69
2/7/70	16469			✓			70			
4/7/70	17025			✓			70 5925	70		
7/1/70	17551				✓		70			
9/14/70	18420					✓	70			
11/4/71	18587			✓			71 6032	71		
12/2/71	19748			✓			71			
6/2/71	381				✓		71		1371/1/20	179.73
9/7/71	1122					✓	71			
12/1/71	1823			✓			72 6818	72		
4/1/72	4259			✓			72			
5.00 7/18/72	1827				✓		72			
9/28/72	1081					✓	72		1672-1/20	237.46
1/11/73	195		✓				73 7113	73		1/1/73
3/16/73	739			✓			73			
6/8/73	1263				✓		73		11/73/ke	20.82
9/7/73	4297					✓	73			
11/6/74	361		✓				74 7932	74		11/31/73
12/9/74	1234			✓			74			
12/3/74	1790				✓		74			



SA99

*Exhibit XIIi, Record Ocampo, Jose A., Annexed to  
Foregoing Affidavit.*

1992

BK. 4

Ocampo, Jose A.

2786

SHIPPING RECORD					
NAME OF SHIP	COMPANY	DATE ON	PSN	P-T	DATE OFF
Collegeville	Am. Mail				1/25/71
Nashua	Vic. Weymouth	3/7/71			4/21/71
Colchester	Harbor	4/20/71			5/1/71
2/11/71	6/14/71				
12/1/71	2/28/72				
4/27/72	4/26/73				
11/1/73					
Santa Rita	P. Grace	4/25/74			5/5/74

**Exhibit XIIj, Record Homer, Edward, Annexed to  
Foregoing Affidavit.**

COOK N

PHONE

DUES PAYABLE			CREDITS	VESSEL
1ST QUARTER	19 47	12- 3/1/47	1457	12-
2ND QUARTER		12- 6/1/47	3090	12-
3RD QUARTER		12- 9/1/47	4853	12-
4TH QUARTER		12- 12/1/47	98	12-
1ST QUARTER	19 48	12- 3/1/48	1679	12-
2ND QUARTER		12- 6/1/48	1728	12-
3RD QUARTER		15- 9/1/48	1415	15-
4TH QUARTER		15- 12/1/48	1766	15-
1ST QUARTER	19 49	15- 3/1/49	3477	15-
2ND QUARTER		15- 6/1/49	4194	15-
3RD QUARTER		15- 9/1/49	8506	15-
4TH QUARTER		15- 12/1/49	9272	15-
ARREARS		12/28/49 withdrawal # 132 CREDITS		
ASSESSMENTS		CREDITS		
S1-47	25	3/1/47	\$1394H	25
S2-47	25	6/1/47	\$3059A	25
S3-47	25	9/1/47	\$4910A	25



*Exhibit XIIj, Record Homer, Edward, Annexed to  
Foregoing Affidavit.*

CERTIFICATE OF EFFICIENCY NR

LOCAL ADDRESS BROOKLYN NY

HONE

[illegible]

Exhibit XIIj, Record Homer, Edward, Annexed to  
Foregoing Affidavit.JUL 11 - 71-11-1425  
11630-1-23556

02-13-713-6641

SHEET NO.

ACCOUNT NO.

TERMS 55 091-44-0827 NAME

Homer, Edward 5325 Redwood Ave.

RATING 2 214 322 ADDRESS

12404 WEDDINGTON ST. #121  
NORTH HOLLYWOOD, CALIF. 91607

CREDIT LIMIT 55 091-44-0827

DATE 10	ITEMS	FOLIO	✓	DEBITS	DATE 10	ITEMS	FOLIO	✓	CREDITS
				APL	3/19/68	Pres Park only T	7/31/68		
				matson	8/29/68	Alaska Spruce only T			
				APL	9/24/68	Californian only T	11/29/68		
				Blid- ROTHCHILD	11/19/68	Pres Cleveland only T	11/19/69		
					3/8/68	CAPE GRIEG only T			
					3/4/69	Pac. Banker only T	4/7/69		
					5/13/69	Californian only T	5/29/69		
				APL	6/11/69	Pres Roosevelt only T	7/8/69		
				Pac Far East	7/8/69	Pres Roosevelt only T	5/24/69		
					11/10/69	Korea Bear only T	1/12/70		
					3/6/70	Lurline 2nd T	3/30/70		
				Pac Far East	5/27/70	Pres Cleveland 3rd T	7/10/70		
					9/15/70	Washington Bear only T	11/16/70		
				Pac Far East	5/27/71	Pres Cleveland only T	7/9/71		
				PFE	7/23/71	Monterey only T	8/13/71		
					11/17/72	Mariposa only T	11/27/72		
3/5/68	PC Fee - 3.50	70		1/1968					
3/5/68	FF 3291	40		1968					
7/30/68	1419	70		2/68					
"	1427	70		3/68					
	F84	50		68					
10/30/68	12	70		4/68					
1/9/69	3254	70		1/69					
"	4514	40		1969					
4/7/69	13429	70		2/69					
6/2/69	13594	70		3/69					
"	1246	50		69					
9/15/69	14383	70		4/69					
1/15/70	15767	70		1/70					
1/20/70	5227	40		70					
4/1/70	17001	70		4/70					
7/15/70	17595	70		3/70					
11/15/70	18687	70		4/70					
11/70	Vacation	57.08							
12/29/70	18561	70		1/71					
"	FF 6015	40		71					
3/29/71	19780	70		2/71					
7/13/71	928	71		13/71					



SA103

*Exhibit XIIj, Record Homer, Edward, Annexed to  
Foregoing Affidavit.*

NAME		HOMER EDWARD		BK. # 2884					
ADDRESS		5325 Radford Avenue		TEL. #					
		North Hollywood, Calif. 91607							
S.S. #		Z #		LIC. #					
DATE OF ADMITTANCE		Init. 3-8-72							
DATE	DUES STAMP #	QUARTERS				STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4				
3/8/72	Initiation Fee					PdssRct 4912			1,000
12/20/71	1911					72		72	
6/20/72	446		X			72	6-8-51	73	
9/28/72	1080			+		72		7/22/62	74.70
1/10/73	157			+		72	7/27	73	
4/2/73	776		+			73			
7/6/73	1362		+			73		7/23	863
2/30/72	292		X			73		7/23	73.00
10/1/73	4616			X		73			
1-7-74	294		X			74	7947	74	1/7/74

SA104

*Exhibit XIIj, Record Homer, Edward, Annexed to  
Foregoing Affidavit.*

SHIPPING RECORD					
NAME OF SHIP	COMPANY	DATE ON	PSN	P-T	DATE OFF
Monterey	PFE	3/31/72	1st	T	4/1/72
San Diego	PFE	4/1/73	1st	T	4/2/73
Manzanillo	PFE	4/6/73	1st	T	4/7/73
San Diego	PFE	4/11/73	1st	T	4/12/73
Manzanillo	PFE	3/24/74	1st	T	3/25/74



**Appellee's Statement Pursuant to Rule 9(g).**

The following are material facts as to which the moving party contends there is no genuine issue to be tried:

1. Plaintiff was a member of the American Radio Association AFL-CIO (ARA) from 1944 until March 31, 1950. On that date he was automatically suspended from the ARA for nonpayment of dues. The suspension was in accordance with the ARA Constitution which provided for an automatic suspension upon a member becoming more than 6 months in arrears in dues payment. Plaintiff was nine (9) months in arrears at the time of his automatic suspension.

2. In 1952 the ARA Constitution was amended to provide that members more than 6 months in dues arrears were automatically expelled and that an expelled member to re-enter the Union would be able to do so only in accordance with the Permit Card provision of the Constitution.

3. By virtue of these requirements, which have been maintained in all subsequent ARA Constitutions, plaintiff and others similarly situated were deemed to be automatically expelled for being in dues arrears in excess of six months and would be required to return under the Constitution's provisions as a new member.

4. All other individuals who were expelled or suspended from the ARA who subsequently returned to their former occupation were required to pay the ARA initiation fee as a prerequisite to obtaining ARA membership.

5. Plaintiff returned to his former occupation approximately 18 years after his expulsion from the ARA. He filed an application for employment with the ARA during

*Statement Pursuant to Rule 9(g).*

December 1967 and was assigned to a company other than defendant.

6. His application for employment was accepted under the referral system established during his absence and he accepted assignment in Group 2 status without protest.

7. At the time of his application for employment he was registered and issued a Permit Card indicating his acceptance as a probationary member of the union in accordance with the provisions of the ARA Constitution.

8. Plaintiff after 360 days employment aboard ARA contract vessels was transferred to Group 1 status and became eligible for full book membership in the ARA. As a condition of ARA membership he would be required to pay a \$2,000 initiation fee.

9. Plaintiff made application for membership but refused to pay the required initiation fee and thus was not admitted to ARA membership.

10. Plaintiff filed an Unfair Labor Practice Charge against the ARA with the National Labor Relations Board (NLRB). The NLRB Regional Director refused to issue a complaint finding that the \$2,000 initiation fee was uniformly required for membership in the ARA.

11. Plaintiff appealed and the Board's General Counsel in refusing to reverse the ruling found that:

1. The ARA did not unlawfully deny plaintiff-reinstatement;
2. Plaintiff had been properly expelled for nonpayment of dues; and



*Statement Pursuant to Rule 9(g).*

3. Even assuming [without deciding] plaintiff was on inactive status such status did not entitle plaintiff to withhold payment of dues and thus he was validly expelled thus necessitating his re-entry as a new member.
12. Notwithstanding this decision plaintiff continued to refuse to pay the initiation fee and continued sailing in temporary positions aboard ARA contract vessels.
13. In August 1970 he was assigned to a permanent position aboard defendant's vessel SS Green Ridge and sailed aboard that vessel until mid-1971.
14. By reason of his permanent assignment, the ARA insisted on his becoming an ARA member. Such demand is uniformly made of all individuals obtaining permanent employment since that status results in employment in excess of the 30 day period contained in the union security clause of the ARA contract.
15. In May 1971 plaintiff was notified in writing by a letter delivered to him aboard the Green Ridge by an ARA Patrolman that he was required to become an ARA member in good standing; that he had 30 days to pay the \$2,000 initiation fee required for ARA membership and that if he failed to make payment the union would have to request that defendant discharge him.
16. Before plaintiff left the Green Ridge for vacation—which he had requested—he was notified by the Master that his vacation was granted as requested but he would not be able to rejoin the vessel without clearance from the union.
17. Plaintiff also signed an Individual Crew Information Form maintained by the Company in the normal course

*Statement Pursuant to Rule 9(g).*

of business which noted that "This man requested a vacation relief—his ARA Patrolmen states he can't . . . rejoin until he becomes a union member."

18. Plaintiff continued to refuse to pay the initiation fee.

19. In August of 1971 the defendant sent out telegrams to men on vacation to ascertain if they intended to sign on for the next voyage on the Green Ridge. Plaintiff received such a telegram.

20. Several days later the ARA advised the defendant that plaintiff was not cleared to rejoin the Green Ridge as he still had not paid the required initiation fee.

21. Since the ARA refused to issue plaintiff a clearance, defendant had no alternative but to refuse to employ plaintiff under the terms of the union security clause of its contract with the ARA under which clause provides:

"The Company agrees, as a condition of employment,—that all employees in the bargaining unit shall become and remain members of the Union thirty (30) days after date of hiring."

22. Plaintiff filed Unfair Labor Practice Charges with the NLRB against the ARA and defendant. The NLRB Regional Director refused to issue complaints finding that:

1. Pursuant to a valid security clause plaintiff was obligated to pay an initiation fee to the ARA which he refused to do after proper notice and that under the circumstances the refusal to refer him to his former permanent position aboard the SS Green Ridge was permissible; and



*Statement Pursuant to Rule 9(g).*

2. The evidence established that the company refused to hire plaintiff pursuant to a valid union security clause between it and the ARA because of plaintiff's failure to pay the initiation fee after being notified that such fee was due, that fee not being prohibited by the National Labor Relations Act.
23. The union's records establish that at the time plaintiff ceased his employment during 1949 he stopped paying his ARA dues and he was not on withdrawal status at the time he left the industry in 1949 or at any time subsequent thereto. Those records show that, as of March 31, 1950, plaintiff was not a member in good standing with the ARA—a prerequisite to obtaining a withdrawal card—but rather that as of that date he had been automatically suspended for nonpayment of dues.
24. No former members of the ARA who had obtained withdrawal cards prior to the negotiation of the National Assignment Rules in the mid-1950's between the ARA and the ARA contract companies were reinstated without the payment of the initiation fee. In every such case the individual was required to enter as new members and to pay an initiation fee.
25. Plaintiff has not been treated differently than all similarly situated individuals. He has been treated in the same manner as any new applicant for ARA membership and in the same manner as all other individuals who lost their ARA membership and who subsequently sought re-entry into the union.
26. Throughout the existence of the ARA 10 men in addition to plaintiff have lost their ARA membership by reason of nonpayment of dues or a withdrawal card predating the National Assignment Rules and have once again

SA110

*Statement Pursuant to Rule 9(g).*

become ARA members. Each, like plaintiff, were treated in the same manner as a new applicant for membership in accordance with the ARA Constitution and as a prerequisite to obtaining membership they were required to pay, and did in fact pay, an initiation fee.

27. Two of the 10 men like plaintiff were originally suspended for dues arrearages and upon their return to ARA membership both men paid the required initiation fee. Six men were automatically expelled for dues arrearages and they too paid the required initiation fee to obtain ARA membership. Two men had withdrawal cards pre-dating the National Assignment Rules and paid an initiation fee to obtain new ARA membership.

28. Plaintiff was not a union member at the time he was discharged by defendant. He was not a union member because he had failed and refused to pay the initiation fee which was uniformly required by the ARA Constitution and which was regularly demanded of those in his position.

Dated: New York, New York, September 9, 1974.

LORENZ, FINN, GIARDINO & LAMBOS  
Attorneys for Defendant  
Central Gulf Lines, Inc.

By RICHARD P. LERNER  
Richard P. Lerner



**Extracts From Transcript of October 15, 1974 Hearing  
Before the Honorable Whitman J. Knapp.**

(Discussion between the Court and Appellant.)

(27) The Court: You didn't take a withdrawal card, as I understand it.

Mr. Peltzman: No, sir. What happened in my case was I explained my position to the secretary-treasurer, who at that time was Mr. Carl Lundquist. He said to me, "You may get your Coast Guard papers in a few months and if I give you a withdrawal and you come back after three months you will have to pay a year's dues."

I think at that time it amounted to altogether—I doubt if it amounted to over \$100. I think it was \$15 a quarter. But he was thoughtful of me.

So he said, "Just take inactive status and I will put you in Boston. There is less of a list in Boston and you will be able to ship out right away."

By that time I had been out of work about nine months or more.

\* \* \* \* \*

(Whitcomb—For Plaintiff—Direct)

(76) Q. You spoke to who first in time? Was it somebody in New Orleans from the union? A. Yes.

Q. And they told you that they had some difficulty with me? A. Right. I talked with the local ARA man, Floyd Heptey. He wanted to know what the ETO, estimated time of arrival, of the vessel was, that they had a problem of a radio operator. I wasn't interested in the problem. It was a problem between the union and the member.

The Court: So you told him what time it was going to get in?

The Witness: Yes, sir.

Q. And did you subsequently hear from somebody else (77) about this matter? A. I think it was Mr. Vallis

*Whitcomb—For Plaintiff—Direct.*

wanted clearance to go into the Bayonne Naval Base to go on board the ship to discuss the problem with you.

The Court: Mr. who?

The Witness: Mr. Vallis.

Mr. Peltzman: That is the fellow who handed me the letter on board ship, your Honor, the port agent or union official.

Q. Captain Whitcomb, I asked for any other documents that you or somebody else at Central Gulf had with the union relative to this matter. You say there aren't any?

A. I have none.

The Court: He has brought two files here.

Mr. Peltzman: That is just the port log.

The Witness: You asked for this.

Mr. Peltzman: Yes, I did. Thank you. I was interested in the gist of the conversations. Did they say anything to you if you don't—"if you rehire Peltzman we are going to take any radio operators off your ship"?

A. No, they didn't, and it wasn't necessary because I understand the security clause and I respected it.

The Court: What is the security clause?

Mr. Peltzman: I will see if I can get it, your (78) Honor.

The Court: By security clause you mean that clause that permits them to insist on membership in the union?

The Witness: Yes. He has read it to you three times.

\* \* \* \* \*

(84) The Court: The gist of his question is what did you do to find out if the union was justified in the position they took?



*Whitcomb—For Plaintiff—Direct.*

The Witness: Well, knowing that portion of the contract as I thought I knew it and still I know it, I would be in breach of contract with the ARA by taking the man back when they had evidence that he was—

The Court: The question is suppose they were unjustified in the position they took. Did you make any effort to find out whether they were unjustified?

The Witness: In writing, no.

The Court: In any way.

Q. Did you talk to him?

The Court: Not to him. Let me ask the question.

Did you talk to anybody?

The Witness: Yes, I talked to Mr. Smith, I believe. Frankly, I can't remember who I talked to. It's either Mr. Bernard Smith or—I am quite sure it was Mr. Smith.

The Court: In substance, what did you say to him and what did he say to you?

The Witness: That the man was not in good standing, that he had been expelled or dropped from the roles and an initiation fee was in order which he refused to pay.

(85) The Court: His next question is why didn't you find out from him what his side of the issue was?

The Witness: I didn't feel it was necessary at that point. I wasn't dealing with him. He is employed through the union. I order a radio officer as required, the union furnishes the man. I never know who I am going to get until I see him in performance of his duties.

\* \* \* \* \*

*Bernard L. Smith—For Plaintiff—Direct.*

(90) BERNARD L. SMITH, called as a witness by the plaintiff, being first duly sworn, testified as follows:

Q. Mr. Smith, how long have you been in the union as an official and as a member? A. I have been a radio operator for 41 or 42 years. I have been in the union for about 38 or 40 years, and I have been an official for 28 years.

The Court: What were your official duties for the union beginning 28 years ago?

The Witness: I was a patrolman in the Port of New York, handling grievances, etc. Around 1949, when the other secretary-treasurer, Mr. Lundquist, retired, I took over his position and then when the regular elections came I ran for office and was re-elected and I have been secretary-treasurer for about 25 years, from about 1949 or '50 until the present.

The Court: Your duties have been the same for that period of time?

The Witness: Yes, sir.

(91) Q. Mr. Smith, when I spoke to you some time in '67, the middle of '67, and I said to you I have decided that I am going to sue the Coast Guard, I said, "But before I do would you ask your official in Washington, Mr. Hoyt Haddock—

The Court: Who?

Mr. Peltzman: Hoyt Haddock. He is the lobbyist, I would call him, for the union and other unions in Washington.

Q. "Would you call Hoyt Haddock and ask him if he can get the Coast Guard to give me back my license," do you remember that in '67, the middle of '67? A. No, I don't remember it. It certainly could have happened.

Q. Didn't you make a phone call? A. I made several phone calls in your behalf.



*Bernard L. Smith—For Plaintiff—Direct.*

Q. To Hoyt Haddock? A. I made several phone calls to Washington in your behalf, probably to Haddock, because he was our representative there.

\* \* \* \* \*

(92) have interceded in your behalf.

\* \* \* \* \*

(94) The Witness: It is something in his behalf to help him get his license back after he had—I don't know whether he sued the Coast Guard or not, but when he was endeavoring to return to the industry we helped him in every way.

\* \* \* \* \*

A. You say the calls to Haddock were in what month?

Q. Middle of '67, June or something like that.

\* \* \* \* \*

(97) The Court: This is a conversation you are having—

Mr. Peltzman: The second time with Mr. Smith.

Q. I said, "I don't want to give these guys the information, I have held it back so long why give it to them now." I said to you, "I have a good lawyer and he wants a thousand dollars. I will give him five hundred and the union gives him five hundred and we won't have to answer the questions."

Mr. Peltzman: They gave me this form to fill out.

Q. What did you say to me then?

The Court: Do you remember that conversation?

(98) The Witness: No, I do not. I would like to know what I said in answer to a question the union give him \$500 for something I don't know anything about. What was my answer?

*Bernard L. Smith—For Plaintiff—Direct.*

Q. You said no. A. I am sorry. I do not recall that conversation.

Q. You don't remember that conversation. Now, do you remember any other union member coming to you in a similar situation, either Homer or anybody else, or let's say somebody who has had his license lifted because he couldn't walk straight on the ship or anything and he came to you for help from the union, do you remember anybody asking you for any help in certain circumstances, he needed a lawyer? A. Over the years many people have come to us for help.

Q. Did you help them? A. Not by giving them \$500, no.

\* \* \* \* \*

(100) Q. You don't remember how many similar circumstances where these fellows came to you for help, was it five, ten, fifteen? A. Over the last 25 years? It could be 50, it could be 100, it could be 75. I don't know.

I take it there must have been several during the red scare, the Coast Guard came down with a ruling that alleged communists, they took their licenses away from them and did not allow them to sail. Many of the men who were ruled off, as we call it, came to us for help and we knew their background was such that they had been wrongly ruled off and we went to bat for many of them and got them their papers back in '49, '50, '51. Some it took (101) us a little longer than others. Many never came near us. The old hard line guys, what we called the old hard line commies, never came near us, none of them. There was a very small core of them. Mr. Peltzman never came near us, but I do not think—I will say it now for the Court's record—I do not think Mr. Peltzman was ever one of the commies. I think he was wrongly ruled off, but he never came to us for help. He chose to fight it on his own with the Coast Guard, which was his right. He disappeared from view and we never saw him again until



*Bernard L. Smith—For Plaintiff—Direct.*

1967, as he says. I don't think we had any contact with the man from '49 to '67. As a matter of fact, I hardly knew Mr. Peltzman back in the late 40s. I don't recall him even being in the union hall. So many came and went.

\* \* \* \* \*

(104) Q. And you see it is addressed to my house, I think it's my old address there at Workman Avenue? A. Yes.

Q. Then you have a copy to Central Gulf in New Orleans? A. Yes.

Q. And you had a copy to Wilmington? A. Yes.

Q. You addressed that letter to them, didn't you? A. I addressed that letter to whom?

Q. Central Gulf and to Wilmington, didn't you? A. I addressed it to you in care of the Wilmington Shipping Company at Greenridge and in care of Central Gulf Steamship Company. The letter was addressed to you.

Q. You mean you sent me three copies? A. I sent a copy to your home, a copy to you in care of the steamship company in New Orleans and a copy to you aboard the vessel in care of Wilmington Shipping Company, Wilmington, North Carolina, where I understood your vessel was supposed to load.

Q. Did you send a copy to the company? A. You mean—

Q. A copy of the letter saying, "This is the letter we are sending Peltzman," did you ever do that? A. I am sure we did.

(105) The Court: It indicates here Central Gulf Steamship Company.

Mr. Peltzman: Mr. Smith said he sent the letters to me.

The Witness: I said I sent letters to you at your home, a copy to Central Gulf and to Wilmington, and copies were sent to Central Gulf.

*Bernard L. Smith—For Plaintiff—Direct.*

Q. Are those copies indicated on the bottom? A. I haven't the slightest idea.

Q. You don't remember if you got any return receipts back, do you? A. I am sure we did.

Mr. Lerner: Your Honor, I am sorry to object again, but I don't know what difference it makes to whom it was sent, when it was sent. The fact of the matter remains a letter was hand delivered to him and the discharge did not take place until three months later.

Mr. Peltzman: The whole thing is this, your Honor: they never sent this letter to Captain Whitcomb as far as I am concerned, because Mr. Smith says now he sent a copy to Central Gulf, to Wilmington—

The Court: What difference does that make?

Mr. Peltzman: Because the National Labor Relations Act says—

\* \* \* \* \*

(110) Q. Do you recall saying to me, "Archie, this is our standard procedure. You have to sail as a permit card member for one year and at the end of the year we will talk about it"? Do you remember that? A. I very well might have told you it was standard (111) procedure you must sail for one year before you would be eligible for full book membership, yes, because I told that to each new guy that came in my office.

\* \* \* \* \*

Q. So what happened was after a small, short wait I sailed, right? A. Correct.

Q. December 26. And where was the ship I was assigned to, do you recall? A. Yes. I have a record of it. On December 20, (112) 1967, you sailed on a ship named the Buck-



*Bernard L. Smith—For Plaintiff—Direct.*

nell Victory, American President Line, and you were sent to join the vessel in Portland, Oregon.

Q. Right. That was my first trip with the union, right, and then after I came back, it was a temporary assignment, I was replacing somebody who was on vacation, I came back, registered back at the union, paid my dues for the three months or whatever the trip was, I went to Vietnam, I suppose—now I recall it was—that was January, '68 in Danang, your Honor. I recall that. The regular man came back and I went back to the union and you sent me out on another ship, right? A. Yes.

Q. I paid my dues? A. Correct.

The Court: He said dues. From what I understand it wasn't dues.

The Witness: That term is used loosely. He paid service fees, but for the same of common usage we called it dues. Group 1 or Group 2, when they come in they come in to pay dues. It may be service fees, as the case may be, or hiring hall fees in some cases. They are all the same thing. They were the same amounts.

\* \* \* \* \*

(113) Mr. Peltzman: I have been saving Mr. Smith for last for this reason. Mr. Vallis is the only other gentleman that I want. He is the man who gave me the letter on board the ship. But of course Mr. Smith told him whatever he should do, so I wanted to get Mr. Smith on first and then Mr. Vallis last.

\* \* \* \* \*

Mr. Lerner: I would like to know if Mr. Peltzman is finished with Captain Whitcomb because he has to go down Thursday to New Orleans as a witness on a trial.

*Bernard L. Smith—For Plaintiff—Direct.*

The Court: All right. Do you want to bring him back now?

Mr. Peltzman: No. I understand Captain Whitecomb's position.

\* \* \* \* \*

(115) Q. When did you notify the company I didn't pay the fee and you want them to discharge me, do you remember? A. I don't recall the exact dates, but I know I had one or two telephone calls, discussions on the phone, with Central Gulf officials in New Orleans, and I assume one of them was Captain Whitecomb. Now, whether it was that day, the next day or if your ship was delayed a couple of days, I don't know, but that letter was sent out so that it would get in your hands when the ship arrived. Whether your ship arrived exactly at that time, I don't know.

Q. You said you sent three letters to me and I only got the one you gave to Mr. Valles, and, of course, one I got when I came home. A. I know you got one at home because your father called me about it.

Q. My sister. My father wouldn't call you. My sister called you.

\* \* \* \* \*

(116) Mr. Lerner: May I ask Mr. Peltzman if there are any other documents he wants from Central Gulf, because Captain Whitecomb is going to take them back to New Orleans with him? Also, I wanted to know whether he wants Mr. Vroman on Friday.

Mr. Peltzman: Yes, I wanted to talk to Mr. Vroman. Is he here?

Mr. Lerner: I will have him here on Friday.

\* \* \* \* \*



**Extracts From Transcript of October 18, 1974 Hearing  
Before the Honorable Whitman J. Knapp.**

(Bernard L. Smith—For Plaintiff—Direct)

(129) The Court: Before you answer that question, bearing in mind you are dealing with a very ignorant judge, would you please tell me what the difference between Group 2 (130) and Group 1 is?

The Witness: Well, Group 1 is, as—each union has a similar system. We all call it the group system. Some call it Group 1, Group 2, Group 3, or A, B, C, but when the closed shop was outlawed many years ago by the Taft-Hartley Act, I believe, a gradual transformation took place where the closed shop was replaced by a group system of referrals to the steamship companies by the union.

Group 1, as we determined it in our union, were men who had sailed a year under a union contract and at that time they were permitted, after sailing the year, to make application to be moved into Group 1.

Group 1 was the preferential shipping group of men who had had the year's experience, etcetera, and the jobs, when the jobs came on the board, and a steamship company needed a radio officer, the men in Group 1 were called first and, in accordance with this seniority, the man who had been longest on the beach was called first.

Then it went to Group 2, and if none of the men wanted it, it would then go to Group 3.

The Court: Well, we are only concerned with Groups 1 and 2.

The Witness: Right. As far as Mr. Peltzman is concerned, he had completed his year and he and I had discussed several times about him getting into the Group 1.

\* \* \* \* \*

The Court: Why don't you just tell us about what you remember about the instance?

The Witness: The only thing that I remember is I have his clearance showing when he came off the vessel.

*Bernard L. Smith—For Plaintiff—Direct.*

When he came off the vessel, I believe the S. S. Rutgers Victory operated by the Grace Line, he came in on April 16, 1969 and registered on our shipping list in New York in Inactive Group No. 2.

A man is inactive by registering in that form and he indicates that he wishes to be accumulating seniority on the beach while he is out of work but that he does not wish to be called for jobs until such time as he comes in and gives a clearance to the active list.

The men who are active are called for jobs first. The inactive men have indicated that they don't want to be called for jobs.

Mr. Peltzman indicated, by getting this clearance on April 16, 1969, that he did not want to be called for jobs until he so indicated.

Then I have an undated application for a move (132) from Group 2 to Group 1. The applicant must come in and give us a short note to the effect that "I have got my year in in Group 2. I want to be moved to Group 1 for shipping."

And I have a notification from Mr. Peltzman. I dropped him a note and I'm sorry that it's undated as is his letter, but I said, "Please come into my office at your earliest convenience to discuss the matter raised by your letter of recent date."

~~Now~~, I don't know what letter that refers to, but I had a note from him addressed to Mr. Bernard Smith.

"I am requesting that I be put on the Group 1 list from Group 2 in this letter as per your request." Sincerely, Arthur Peltzman.

I can only deduce from that that Archie came into my office and I told him that I needed a short note requesting that he be moved to Group 1 from Group 2, and that he gave me the note because on August 15th, 1969, Mr. Peltzman was moved from New York Inactive Group 2 to New York Active Group 2.



*Bernard L. Smith—For Plaintiff—Direct.*

And on August 13th, 1969, he was moved to New York Active Group 1 from New York Active Group 2, and on the same day he was shipped to a temporary job on the S. S. Overseas Ulla from the New York Active Group 1, and the vessel was operated by the Maritime Overseas Corporation, and the (133) clearance so indicates.

By the Court:

Q. Why was all this done if he was not paying his dues?

A. He was paying his dues, sir.

Q. Why weren't you insisting on his initiation fees? A. He and I, shall I say, were in discussion about his initiation fee at that time.

As Mr. Peltzman will verify, we had asked him for the money.

Now, the fact that we had asked him for the initiation fee has nothing to do with his rights to ship.

Q. What gives him his right to ship? A. The law. Practices in the industry. We may not prevent him from shipping simply because he is not a union member, but in our collective bargaining agreement, in this case, with Central Gulf Steamship Corporation, we had the right, under our maintenance of membership provision, to, after Mr. Peltzman had sailed, I believe in 30 days, we had the right to request that he become a member of the union and pay his initiation fee.

Mr. Peltzman had refused to pay his initiation fee, but we may not, under the law, stop him from shipping, and we did not.

(134) The moment he registered in Group 1, a job went through the list that no one else wanted, it went to the bottom of the list, and Mr. Peltzman shipped out on the Ulla, and then I fully intended, after he had been on that ship for the 30 day period, when the ship came back, and

*Bernard L. Smith—For Plaintiff—Direct.*

this was during the Viet Nam war, and ships were going out on long trips, but I don't know how long he was on the Overseas Ulla, and it indicates on the next clearance I have, and these are clearances that are given to any man who registers or has anything to do with his employment, and this is the union copy.

During the Viet Nam war ships were going out for indeterminate periods. We have had ships go out for a year and a half, go out to Viet Nam and shuttle, Viet Nam to the Philippines, where there was a big base, where they had space, and warehouses to put war materiel coming from the United States, various ports in the United States. They were put in various warehouses in Manila, for instance, or in other ports in the South Pacific—Japan.

We have had tankers shuttling between Viet Nam and Japan, or Viet Nam to the Persian Gulf, etcetera, and they were out there for many, many months, so I fully intended sooner or later Mr. Peltzman would come back and he took this as a temporary job. Apparently the original operator (135) was going to return when the ship came back and probably did so because I see after four months employment on that vessel Mr. Peltzman got off voluntarily, apparently.

And again we asked him for the initiation fee but we had no leverage at that time to get him off.

Now, if I may follow up on this to its ultimate conclusion, to the Central Gulf vessel, he took—apparently he took—when he come back in December 1969, he registered, New York Inactive from the S. S. Overseas Ulla, and it is signed by him, which indicated that he did not want to be called for jobs even though we registered him in the New York Inactive Group 1, there were plenty of jobs at that time, during the war we couldn't get men and there was such a demand for transportation that old ships, World War II liberty ships, World War II victories were



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*Bernard L. Smith—For Plaintiff—Direct.*

brought out of the laid-up fleets and used to transport war materiel to Viet Nam.

He went on the inactive list December 16, 1969, and he reactivated himself on January 15th.

He took a short vacation of about a month, and on January 15, 1970 he re-registered, New York Active Group I from New York Inactive Group I, and on March 10 he shipped out on another temporary job, the S. S. Robin Goodfellow operated by Moore McCormick, and it says on here, "relieved for Radio Officer Barry Galloni one trip." That was on (136) March 10, 1970.

And on June 30, 1970 he came back and registered New York Active Group 1.

Now, in order to register he had to pay up his dues and the fighting fund, etcetera. That was a hiring hall fee or dues, as we call them, and he did so, but he still refused to pay the initiation fee.

When he registered on the active list, a job came on the board, a permanent job, and it went down the list to Mr. Peltzman, the S. S. Green Ridge. He was on Master Beach List Number 161, which indicates that in the United States we have a master list for the entire country. There were 160 men ahead of him, either active or inactive. They all turned the job down. The ones on the East Coast at least turned the job down and Mr. Peltzman took that job on August 6, 1970, and it was a permanent job.

Therefore, when he came back eventually to the United States to a port where we had an office, where we could handle it, Mr. Peltzman at that time had to pay his initiation fee or get off the vessel in accordance with our collective bargaining agreement between us and the Central Gulf Steamship Company.

\* \* \* \* \*

(137) temporary?

A. He could have gotten off that vessel and got right

*Bernard L. Smith—For Plaintiff—Direct.*

in and registered Active Group 1 and we would have had to keep shipping him.

Every time he got on a vessel, we could eventually pull him off again but he could go ahead and register ad infinitum.

Q. He could have taken temporary jobs forever? A. Yes. He had to pay his hiring hall fee. He would have been accumulating pension benefits, and he would have had medical welfare and all the other benefits, vacation from the union, but he would not have had to pay the initiation fee until he got himself a permanent job and we made him get off and give up the job, as we did, in enforcing our collective bargaining agreement with Central Gulf.

\* \* \* \* \*

(141) The Court: Is that their job?

Mr. Peltzman: No, sir. Their job is the S. S. Green Ridge. This was in August '69, a year after I had come into the union again.

I joined the union again as a P. C. member in (142) December of '67, and of course—

The Court: What is P. C.?

Mr. Peltzman: P. C. means permit card.

The Court: Can anybody get a permit card?

The Witness: Anyone that has the proper licenses to ship out, yes.

By the Court:

Q. If he has never been a member of the union, or anything? A. Yes, he can come in and register if he wishes.

Q. Anybody who has proper licenses from the Coast Guard? A. From the Coast Guard and the Federal Communications Commission, can register as a permit card member, and we would assign him to the proper group that he belongs in.



*Bernard L. Smith—For Plaintiff—Direct.*

Q. The only thing that you could stop him from doing was getting a permanent job after a year? A. Well, I'm not sure of that. They would move up. They would move up eventually into Group 1 and then they would be entitled to ship as a permanent man. As a matter of fact, Mr. Pelzman was not a member of the union and he has still got a permanent job.

Q. But then you could knock him off after a certain (143) amount of time? A. If he doesn't wish to pay the initiation fee in accordance with the contract, we may ask him to relinquish his claim.

\* \* \* \* \*

(147) Q. Don't the rules say that automatically you go from Group 2 to Group 1, the shipping rules? A. It is done by a request from the man. We don't do it. We don't follow each man's shipping record. We had too many of them during the Viet Nam war. They were coming and going constantly and we had ships held up. Sometimes as high as ten, twelve, fourteen vessels were held up for lack of a radio officer in various loading ports.

In Oakland, California, or down in South Carolina, where they loaded ammunition, the phone was ringing constantly requesting men, and we were begging anybody to ship out.

\* \* \* \* \*

(148) The Witness: Your Honor, before we get away from that last letter, I would like to hand you an NLRB (149) letter addressed to Mr. Peltzman of which I have a copy, dismissing all those charges and saying that our attempt to get the \$2,000 from Mr. Peltzman was not discriminatory.

The Court: This is a letter dated April 9, 1970, a copy of a letter from Irving McLeod, Regional Director, to Mr. Archie Peltzman.

*Bernard L. Smith—For Plaintiff—Direct.*

(Plaintiff's Exhibit 14 was marked for identification.)

\* \* \* \* \*

(151) me, "We have a job, the Overseas Ulla," that same day.

Q. Is that right, Mr. Smith? A. Probably.

The Court: You have no recollection of that?

The Witness: I have no recollection, but there were ten to fifteen jobs on the board all the time with no takers, so I am sure that it is correct.

Q. And I had been on the beach for three months trying to resolve this issue of the Group 1 ~~Group 2~~ situation, right? A. No, because once a man has registered inactive, as you testified yourself to the fact that you registered inactive because you wanted to take a vacation, we did not call you for jobs on that very reason.

Q. You are right about that, Mr. Smith.

The Court: I take it if he had been active he would have gone out of Group 1 into Number 2, 3, or 4?

The Witness: Right. We couldn't care less. If they had the papers and their heart were beating, we shipped them out.

\* \* \* \* \*

(154) A. You were assigned to the vessel on August 18, 1969 and your next clearance indicates that you left the vessel on December 16, 1969 and you re-registered in New York Inactive Group 1.

\* \* \* \* \*

(161) The Court: Perhaps, Mr. Smith, you can



*Bernard L. Smith—For Plaintiff—Direct.*

just, before we get detailed questions, tell me what Mr. Homer's case is all about.

The Witness: Ed Homer was a long-time member of the union but was denied his Coast Guard license. The Coast Guard license was issued in the same period as Mr. Peltzman's was. He took a withdrawal card—

The Court: What is that?

The Witness: Leaving the industry in good order, so that under the constitution that was in effect at that time, if you wanted to come back, rather than come back as a new member, you left the union in good order, and you made up your dues to the current year and left in good order, and we give you an honorable withdrawal card because frankly, in many unions, if you go to work in another industry, and there is a union there, they will say, "Did you ever belong to another union," and if you say, "Yes," they will say "In (162) what order did you leave it?"

And if you say, "I have an honorable withdrawal card from the National Maritime Union," etcetera, you were okay.

Ed Homer took a withdrawal card in about the same period of time as Archie left the industry. He was in constant contact with us over the years. He was an old friend of many of the people in the union, and not me personally but the previous Secretary-Treasurer, Mr. Lundquist.

He was in constant contact with the Coast Guard to keep his telegraph license because he always felt that sooner or later these men would be cleared by the courts, or by some other process, and they would be able to go back to sea.

Eventually, as you know, a court decision allowed them to reapply. Mr. Homer had been with us con-

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*Bernard L. Smith—For Plaintiff—Direct.*

stantly, in touch with us, with the understanding that as soon as this came about, and we had heard rumblings that this case was going to be decided by the courts on the West Coast, and Ed was among the first to know. He applied among the very first.

And Ed regained his card and eventually shipped out. He had taken a withdrawal card in good order under the constitution which was in effect in '49 and '50 that he should not have to pay a new initiation fee as a new member, but our discussions had been changed over the 18 years that we knew (163) him to the effect that he had also had to come back in Group Number 2, sail a year, and at the end of the year he could make application for Group 1, and he could sail in Group 1, but every time he got on a ship, at the end of 30 days he was under the cloud that we would pull him off if he didn't pay his initiation fee, which at that time was \$2,000.

He had protested constantly that he should not have to pay the initiation fee. He had some attorneys on the West Coast that wrote us letters, and we were adamant, as in the case of every man, and we pointed out to him that from '35, '40 to '60, people had come back and paid their initiation fees and that he must comply with the same rule.

\* \* \* \* \*

(164) All the men that had made application for membership prior to April 1st, 1967 were charged with \$1,000. All the men who made application for membership who were sailing subsequent to April 1st, 1967 were charged \$2,000, as the records will indicate, and I have brought with me 25 separate records of men who came in in that period that I can introduce as evidence noting that those



*Bernard L. Smith—For Plaintiff—Direct.*

men paid either \$1,000 or \$2,000 in accordance with the time they made application to start sailing.

The Court: Why does Mr. Peltzman come in under the \$2,000?

The Witness: Mr. Peltzman started sailing and

\* \* \* \* \*

(170) The Court: Never mind that. Apparently he [Homer] started sailing in 1968 so how does that effect his right of \$1,000 as opposed to \$2,000?

The Witness: Basically on the same third one that we have in my statement here, that explains the fact of how we worked out the settlement, to pay the \$1,000.

\* \* \* \* \*

(176) A. Your Honor, if I might explain this, Mr. Homer, as he indicated in that letter, was a charter member of the union, and he knew the procedures.

He took a withdrawal when he left in accordance with the constitution. He always wanted to go back to sea. He was more or less in touch with us constantly, either by letter or telephone, over the years, especially in 1966 when he heard that this case that was on the West Coast that gave them all back their papers was going to be decided. He tried to get back at that time.

He came to our office, he visited the various officials in San Francisco where we had an office.

Mr. Peltzman was expelled for non-payment of dues. He hadn't been in touch with us for 17 or 18 years, so they couldn't possibly have been treated in the same manner.

The Court: When you say "expelled for non-payment of dues," that was the automatic result of the change in the constitution?

The Witness: Well, no. At first when he went out he was suspended for non-payment of dues.

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*Bernard L. Smith—For Plaintiff—Direct.*

(177) The Court: He didn't take a withdrawal letter, I take it?

The Witness: He took no withdrawal letter. It is my recollection that he disappeared after he got the bad news that his papers had been revoked. He just disappeared from the maritime industry and had no intention of going back as far as we knew.

Mr. Homer also wanted to go back. Now, eventually he was constantly believing over the years that he was entitled to return as a withdrawal member, come back in Group 1 as a member in good standing without the payment of a new initiation fee.

The constitution had been changed, and finally, when he got his papers and started sailing, he lived in Los Angeles, he had employed some attorneys, and they were going to file a court case.

The Court: You said that.

The Witness: And rather than incur the cost that would evolve upon us to fight this action, Mr. Homer was very happy to work it out. He acknowledged eventually that the initiation fee had to be paid, the amount of \$1,000 was worked out, and apparently his lawyers were happy, and he had continued sailing, and he still is a member of the union.

\* \* \* \* \*

(190) Q. Mr. Smith, what is the withdrawal fee now or what kind of a rule have you got as to withdrawal fees now? A man takes a withdrawal card now, not when Mr. Homer took it in 1948, what is it now? A. I will be glad to read it to you.

Q. Please do. Let's get that into the record. A. Article XII, Section Number 2, page 31, of the ARA Constitution says as follows:

"Section 2A. Subparagraph A. A member in good standing who shall accept employment outside the jurisdic-



*Bernard L. Smith—For Plaintiff—Direct.*

tion of this union or who shall retire or be promoted to a position which shall make him ineligible for membership shall be entitled to a withdrawal card from the union which shall be valid for three years. A withdrawal member who shall have held a withdrawal card for a period of less than three years (191) and who shall apply for reinstatement within such period shall be required to pay as a reinstatement fee all dues and other financial obligations which he would have paid during such period before such member shall be reinstated to membership in good standing.

"All those who have been on withdrawal for three years or longer shall enter the union subject to Section 3 of Article XII (as a new member) and he shall be required to meet all obligations set forth therein.

"All reinstatements shall be subject to approval of the National Council at a branch membership meeting.

"All reinstated members shall be subject to such employment rules as may be promulgated by the union.

"Section 3(A). Membership Eligibility.

"Any person who shall seek membership in this union shall be required to file with the Secretary-Treasurer an application for membership," etcetera. And it goes on to say:

"Section 3, subparagraph C. An initiation fee for applicants for membership in the American Radio Association shall be \$2,000. All initiation fees and dues must be fully paid before membership is granted."

Q. All right. So, Mr. Smith, this withdrawal application in C—what it actually means is something very (192) different than when Mr. Homer got his withdrawal card, doesn't it?

The Court: Obviously. It's been changed three or four times.

\* \* \* \* \*

SA134

*Bernard L. Smith—For Plaintiff—Direct.*

(216) The Court: It's time to recess and I have motions this afternoon, and I frankly don't see anything to be gained by further hearings of this sort. The purpose stated was to find out whether there were any issues of fact to be resolved.

Now, I would like Mr. Smith and Mr. Steinberg to get together and prepare a statement which covers all these other returning members that have been mentioned here.

Mr. Lerner: There are fifteen files.

The Court: Just prepare a statement within what? Three days enough time?

Mr. Steinberg: Yes.

The Court: Prepare a statement within three days setting forth the circumstances of the return of any returning seamen that you have in your files so that will be complete.

\* \* \* \* \*

(217) Mr. Peltzman: Yes.

Mr. Steinberg: All right. What other file do you want to look at?

Mr. Peltzman: I would like to look at the files of the hundreds of returning seamen. Your Honor, this is in the record. During the Korean War and Viet Nam War hundreds (218) of men came back and I wanted to see if these men paid the regular standard initiation fee.

The Court: Now, the testimony here is that they didn't have to unless they wanted to get to be permanent seamen.

Mr. Peltzman: Right, and if they didn't, then I want to see if they gave those gentlemen the same treatment they gave me. Either they discharged them, caused them to be discharged, or they let them sail. I want to see that because if they let these



*Bernard L. Smith—For Plaintiff—Direct.*

other gentlemen sail as P. C. members but they didn't want to let me sail as a P. C. member, then I think that—

The Court: There is not a scintilla of evidence that you were denied the right to sail as a P. C. card member.

Mr. Peltzman: Certainly, your Honor. They offered to let me sail, sure, but—

The Court: All right. Therefore, proving that other people were allowed to sail doesn't prove anything.

\* \* \* \* \*

Mr. Steinberg: If I may, your Honor, I believe it would be helpful if we asked Mr. Smith a direct question (219) on this point so that we don't have to open up every record that the union has to Mr. Peltzman and have this thing drag on forever.

Mr. Smith, I think, could tell you, and I don't believe there has been another case where you have invoked the union's security clause. I am not sure but if there has been, he can tell us, identify the file, and we will take a look at it.

The Witness: To the best of my recollection and from searching our files, there were only two people in the history of the union where there was a problem about the payment of initiation fees and becoming members of the union. One was Ed Homer, which we cleared up. The other was Peltzman.

Mr. Peltzman adamantly refused ever to pay an initiation fee or to discuss the matter with us. He wouldn't sit down and even discuss it. He was adamant on it. But he was given his shipping rights and the use of the union hall, the vacation plan was paid him, the medical and pension benefits were given to him as he requested.

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*Bernard L. Smith—For Plaintiff—Direct.*

He has had every right of a full member except for the fact that he never paid his initiation fee. He is the only one in the history of the union that has not paid an initiation fee.

\* \* \* \* \*

(220) Mr. Steinberg: Mr. Smith is obviously referring to economic benefits.

Mr. Peltzman: What I am trying to say is when Mr. Smith says that I have gotten all the benefits of the regular members—

The Court: He means economic benefits.

The Witness: Every one of them.

\* \* \* \* \*

(222) Mr. Steinberg: Let me ask Mr. Smith this question: Do you now have any radio officer sailing out of Group 1 who is not a member of the union?

The Witness: Offhand, I don't think so, but I would have to check the records, but offhand I think not.

By Mr. Peltzman:

Q. So, to the best of your recollection, of course, you have 700 members and you have nobody who is sailing in Group 1 who has not paid an initiation fee or at some time paid an initiation fee and became a member? A. I think there isn't one. I think every man is a member of the union.

By the Court:

Q. Did you ascertain what members sailed in Group 1 were not members of the union over the past five years?



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*Bernard L. Smith—For Plaintiff—Direct.*

A. It's easy to check our records and we could ascertain that.

The Court: Well, then, I think that may be relevant. How long would it take you, about a week?

The Witness: No. I could check it in one day. (223) I could say off the record that every man sailing in Group 1 today is a member of the union.

The Court: All right. Well, then, just check the record and make a representation to the Court that you have checked the record and made available to Mr. Peltzman the relevant files of anybody sailing out of your union in Group 1 in the last five years.

\* \* \* \* \*

(224) Mr. Lerner: When Central Gulf refused to re-employ Mr. Peltzman because of his failure to abide by the union's securities provision contract, he could have continued to sail in a temporary position, as I believe Mr. (225) Smith testified to, but he hasn't throughout this time.

Mr. Peltzman: You mean on Central Gulf's vessel?

Mr. Lerner: On any Gulf vessel as long as it was a temporary position. The minute he went on to a permanent position, he would have been—

The Witness: He could have sailed on it but at the end of the trip we would request him to pay his initiation fee.

\* \* \* \* \*

SA138

**Letter From Edwin A. Steinberg, October 23, 1974.**

99 Park Avenue, New York, N. Y. 10016  
212-697-5125

October 23, 1974

Hon. Whitman Knapp  
U. S. District Judge  
U. S. Court House  
Foley Square  
New York, New York

Re: Peltzman v. Central Gulf  
73 Civ. 2911

Dear Judge Knapp:

As requested by you at the close of the hearing in the above matter, Mr. Smith, who appeared as a witness for the defendant, has reviewed the union membership records dating back to 1969.

I am submitting herewith Mr. Smith's affidavit setting forth his representation to the effect that all Radio Officers in Group I status have become members of the union.

You will find, annexed to the affidavit, copies of various records pertaining to those individuals who entered the union and paid the required initiation fee over the past years. These records include those members who entered during the period of the Viet Nam war and subsequently withdrew from the industry, and are being submitted pursuant to plaintiff's subpoena.

Very truly yours,

EDWIN A. STEINBERG

EAS:LL

Encs.

cc: Richard P. Lerner, Esq.  
Archie Peltzman  
Clerk, U. S. District Court



**Affidavit of Bernard L. Smith, in Support of Motion  
for Summary Judgment.**

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

BERNARD L. SMITH, being duly sworn, deposes and says:

1. This Supplemental Affidavit is being submitted in support of defendant's Motion For Summary Judgment at the conclusion of a hearing to determine whether or not a triable issue of facts exists.

2. I am the Secretary/Treasurer of the American Radio Association, AFL-CIO, and as such am in charge of all records pertaining to the union membership.

3. Pursuant to the direction of the court I have reviewed the Group I membership list for the period January 1, 1969 to-date for the purpose of ascertaining whether or not at the present time there are any individuals sailing in Group I status who did not make application for and become a member of the union after completion of 360 days of service aboard union contract vessels as required by the National Assignment Rules.

4. These records indicate that each and every individual during the said time period, except for the plaintiff herein, has become a member of the union and each of said individuals have remained in such status, except for those who have (a) retired, (b) become deceased, (c) withdrawn from the industry, or (d) have been expelled for nonpayment of dues.

5. As of the date of this affidavit the present Group I list does not have any individuals who are not members in good standing except for the plaintiff, Archie Peltzman, who has continuously failed and refused to pay the re-

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*Affidavit of Bernard L. Smith.*

quired initiation fee, and who has indicated both to myself and to the court that he has no intention of complying with this lawful request.

6. In addition, I am submitting copies of the records of sixteen (16) individuals who had become members of the union and paid the initiation fee during the Viet Nam war and have since left the industry. These records had been subpoenaed by the plaintiff and are being submitted herewith to be made part of the record. While the Two Thousand (\$2,000) Dollars initiation fee went into effect on April 1, 1967 there are members who paid the initiation fee subsequent to that date but were required to pay only One Thousand (\$1,000) Dollars. Except in the case of Ed Homer, the policy of the union was that where a permit card member had commenced accumulating the Three Hundred Sixty (360) day service prior to April 1, 1967, he would only have to pay the One Thousand (\$1,000) Dollars initiation fee which was in effect at the time he was admitted into Group II.

7. The plaintiff's first assignment upon his return to the industry was on December 20, 1967, so that the Two Thousand (\$2,000) Dollars initiation fee would be applied to him. To further illustrate the application of this rule, I am submitting herewith copies of the records of five (5) individuals who commenced sailing after April 1, 1967 and thereupon paid the Two Thousand (\$2,000) initiation fee in 1969 or 1970. It should be understood that these five (5) members do not comprise the entire number of Radio Officers falling into this category, but do serve to point up the non-discriminatory manner in which new members were admitted into the union. The application of this policy has been uniformly implemented with respect to each and every applicant for membership since the introduction of the higher initiation fee.



*Affidavit of Bernard L. Smith.*

8. In addition, I can state unequivocally that except for the plaintiff, the union security clause has not been invoked against any other individual during the past five (5) years. Indeed, in no case has it been necessary for my office to take positive action by making a demand upon any Radio Officers for the initiation fee. Each and every individual, after becoming eligible for membership, has voluntarily made application therefor and has paid all sums required by the union constitution.

9. It is respectfully submitted that on the basis of all of the documentary evidence and testimony that the plaintiff has not raised any triable issue of fact as to any discriminatory action by either the defendant or the union against him. Accordingly, defendant's Motion for Summary Judgment should be granted.

(Sworn to by Bernard L. Smith, October 23, 1974.)

**Sixteen (16) Radio Officers Who Commenced Sailing  
and Became Members During the Period of the  
Viet Nam War and Subsequently Left the  
Industry.**

NAME		BOORSTEIN, Jack B.				BK. #		2707	
ADDRESS		1842 Jefferson St. San Francisco, Calif.				TELE. #		346-0859	
SS. #		258-28-0413		1-67		2 #		946-104	
DATE OF ADMITTANCE		April 1967				Ret #		5228	
LIC. #						R		159	
DATE	DUES STAMP #	QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND
		1	2	3	4				MISC.
2/27/67	D 7674					67			
2/9/67	D 2546	X				67	F285767		2/2/67
9/15/67	Expelled								

**SIXTEEN (16) RADIO OFFICERS WHO COMMENCED  
SAILING AND BECAME MEMBERS DURING THE PERIOD  
OF THE VIET NAM WAR AND SUBSEQUENTLY LEFT  
THE INDUSTRY.**



*Sixteen (16) Radio Officers Who Commenced Sailing and Became Members During the Period of the Viet Nam War and Subsequently Left the Industry.*

[illegible]

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Sixteen (16) Radio Officers Who Commenced Sailing and  
Became Members During the Period of the Viet Nam  
War and Subsequently Left the Industry.

NAME **DONOVAN CHARLES** BK. # **2668**

ADDRESS **36671 Monticello Dr.** TELE. # **PR 6-4951**  
**587 Eddy Street**  
**San Francisco, California**

SSN **223-32-9694** LIC. # **1188 255 R19541 Ret. 5203**

DATE OF ADMITTANCE **Int. for Pol. July 1st 1946-1953**

DATE	DUES STAMP #	QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4					
4/3/66	D 2780	X				66				
	D 5781		Y			66				
10/12/66	D 6719			X		66				
"	D 6720				X	66				
6/8/67	D 8790	X				67	2881	67		2/24/67
	D 8791		X			67	2962	67		6/7/67
1/17/68	D 12362			X		67				
"	D 12363				X	67				
"	D 12364	X				68	3205	68		1/17/68
3/2/69	Expelled									

100 11287



SA145

*Sixteen (16) Radio Officers Who Commenced Sailing and Became Members During the Period of the Viet Nam War and Subsequently Left the Industry.*

[illegible]

*Sixteen (16) Radio Officers Who Commenced Sailing and Became Members During the Period of the Viet Nam War and Subsequently Left the Industry.*

NAME		HICKS HOWARD H				BK. #		2846	
ADDRESS		1321 NW 43rd Ave Lauderhill, Fla. 33313				TELE.		305-135-2002	
SS. #		022-05-5458		1265229		LIC. #		R 26757	
DATE OF ADMITTANCE		October 1969				700#		T2-7-1601	

DATE	DUES STAMP	QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4					
10/69	Union Fee Paid									2000-
10/14/69	14180					X 69	7274	69		17316
1/6/70	17708					70		69	4867	
"	17709					70	5626	70		
10/9/70	17789					X 70				
"	17790					X 70			11.66	7/73
1/13/71	19483					71	6378	71		
7/2/71	1382					71		1/71	600	40.57
9/23/71	2040					71		6/71	600	74.32
11/29/71	2234					X 71				
1/24/72	4061					72	7705	72		
10/3/72	1330					72				
	1331					X 72				
	1332					X 72				



NAME		BK. #								
JENKINS ROBERT E.		2756 2771								
ADDRESS		TELE. #								
1114 N. Marion St. Olympia, Wash. 98506		246-943-4333 943-1183								
SS. #		LIC. #								
534-28-7325		71-14-130								
DATE OF ADMITTANCE		1232 027								
7/3/1968		WHEE R-1937								
DATE	DUES STAMP #	QUARTERS				YR.	STRIKE & F.F.	YR.	BLOC. FUND	MISC.
7/3/68	Unit Fee Paid									
12/4/68	2454					X 68				
	2455	X					F403869			
8/2/69	2591		X			69			16438469	
	2592			X		69				
	2593				X	69				
1/5/70	15363	X				70	5334 70			1/5/70
	15364		X			70				"
6/25/70	16872			X		70				
	16873				X	70		10/70	16873	6220
3/31/71	19792	X				71				
1/1/71	18381		X			71				
7/7/71	911			X		71		7/71	16873	60.99
10/21/71	1248				X	71				
4/22/72	4272	X				72	7023 72			
	164		X			72		4/72	164	114.61
6/22/72	463		X			72				
9/29/72	1087				X	72				
11/2/73	197	X				73				
4/4/73	787		X			73		9/73	16873	15383
5/28/73	4284		X			73				
	4285			X		73	7897 73			5/28/73
6/21/77										

*Sixteen (16) Radio Officers Who Commenced Sailing and Became Members During the Period of the Viet Nam War and Subsequently Left the Industry.*

NAME: JOHNSON JAMES ALBERT						OK. # 2678				
ADDRESS 18924-37th Avenue N.E. Seattle, WN 98155						TELE. # Emerson 4-8570				
SSN 531-09-3279		Z-21385		LIC. # 11-11-51/4		R-8263				
DATE OF ADMITTANCE 1/6/67						12/23/77				
DATE	DUES STAMP #	QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4					
1/6/67	Ent. Fee Rec.					1/6/67				
1/5/67	D 7316	X				1967	F151367			1/5/67
3/6/67	D 7615		X			67				
7-11-67	10084			X		67				
1/5/68	D-11943				X	67	F226368			1/5/68
8/5/68	D 1748		X			68			694	8/5/68
"	D 1749		X			68				
1/6/69	2468			X		68				
4/3/69	2545					7-68	408469			
7/25/69	14642			X		69				
2/5/70	15376		X			70	534270			
4/2/70	16824			X		70				
7/15/70	16889			X		70				
10/1/70	18340				X	70				
4/4/71	18376		X			71	538371			
5/12/71	1044		X			71			5/71	16c 95.07
7/29/71	974			X		71				
12/31/71	1912				X	71				
1/6/72	1951		X			72	657272			
6/15/72	427		X			72			6/72	Vac. 87.46
	423			X		72				
11/24/72	1720				X	72				
USD										



SA149

Sixteen (16) Radio Officers Who Commenced Sailing and  
Became Members During the Period of the Viet Nam  
War and Subsequently Left the Industry.

NAME		KNUDSEN RALPH E				BK. #		2717		
ADDRESS		ARA NEW ORLEANS				TELE. #				
		Camden, Arkansas				71701				
SS. #		450-14-6033		037030		LIC #		R12956		
DATE OF ADMITTANCE		7-5-67								
DATE	DUES STAMP #	QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4					
7/6/67	Init Fee						7/6/67 Rct			1000-
2/4/67	10459				X			66		
	10460							67		
	10461							67		
	10462				X			67		
11/7/67	10474					X 67	F2344	67		11/7/67
3/5/68	12284	X				68	F3823	68		3/5/68
3/6/69	3769		X			68		68	520	"
"	3770		1		X	68				
"	3771				X	68		69	1524	11/6/69
"	3772	X				69				
9/12/69	14916		X			69				
"	14917				X	69	5035	69		11/13/69
11/5/70	14999				X	69	5051	70		11/5/70
"	15020	X				70				"
5/25/70	17230		X			70				
"	17231				X	70		1470	100	11.37
Expense		6/30/71								

SA150

Sixteen (16) Radio Officers Who Commenced Sailing and  
Became Members During the Period of the Viet Nam  
War and Subsequently Left the Industry.

NAME		BK. • 2679			
KRAUSE GREGORY		301-			
ADDRESS		TELE. • Lexington			
305 West Biddle St. Baltimore, Md. 21201		9-2466			
SS. 220-07-1431		LIC. 244613-D-1 R13861			
DATE OF ADMITTANCE 1/6/67		FCC # T2-4-503			
DATE	DUES STAMP #	QUARTERS 1 2 3 4	STRIKE & F.F. YR.	BLDG. FUND YR.	MISC.
1/6/67	Int. Inc	1st. R.I. #	4758		\$1000.-
1/1/67	1-7774	+	67	1501 67	177-01
2/25/67	D-10564	X	67		
9/25/67	D-10565	X	67		
9/25/67	D-10566	X	67		
2/22/68	D 529	+	68	F3521 68	2/23/68
	D 530	+	68		
	D 531	Y	68		
	D 532	+	68		
2/11/69	D 2935	+	69	F3525-69	
"	2939	+	69		
"	2940	+	69		60 2046 7/3/69
"	2941	+	69		69 2047 7/3/69
2/2/70	15284	+	70		
7/21/70	D 17741	X	70	F5629 70	
	D 17742	X	70		
4/5/71	18995	+	70		
"	18996	+	71	5681 71	
"	430	+	71		
9/10/71	1687	+	71		
	1688	+	71		
7/7/72	4678	X	72		
	752	X	72	8170 72	
11/17/72	1624	+	72		
"	1625	+	72		
4/16/72	wel card #1072				



SA151

*Sixteen (16) Radio Officers Who Commenced Sailing and Became Members During the Period of the Viet Nam War and Subsequently Left the Industry.*

NAME McCURRY GARY DEAN  
160 Cima Drive  
Vallejo, Calif. 94590

DK. # 2881

LE. 6 785-5082  
783-5026

SS' 459 58 9496      Z 1267206<sup>LC</sup> R 22516

DATE OF ADMITTANCE 10/1/70

DATE OF ADMITTANCE		DUES STAMP #		QUARTERS				STRIKE & F.F.		BLDG. FUND		MISC.	
DATE		DUES STAMP #		1	2	3	4	YR.	STRIKE & F.F.		YR.	MISC.	
10/15/70		Limit Fee							# 4998			2000-	
10/11/70		18607		+				70	5968		10		
"		18608			+			70					
		18609				+		70					
		18610					+	70					
		18611		+				71	5969		70		
		18612			+			71					
		18613				+		71					
		18614					+	71	3/71 Vac.		52.78		
3/24/72		4222		+				72	7688		72		
		255			+			72					
		256				+		72					
		257					+	72	3/72 Vac.		129.03		
4/9/73		806		+				73	7839		1/73	Vac. 5.11	
		807			+			73			1/73	" 34.25	
											1/73	" 53.67	
6/21/74		Exp. rec'd											

SA152

Sixteen (16) Radio Officers Who Commenced Sailing and  
Became Members During the Period of the Viet Nam  
War and Subsequently Left the Industry.

NAME		NANCE LON X				BK. #		2823		
ADDRESS		GILMAN, ILLINOIS 60938				TELE. #		815 265-7218		
SS. #		709-03-0408				LIC. #		845579		
DATE OF ADMITTANCE		7-1-69								
DATE	DUES STAMP #	QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4					
7-1-69	Initiation Fee					Pd.	Rct.	4846	1	000.
6/1/69	14554			X		69	55-11	69		14554
2/26/70	16700			X		69		69	2205	
"	16901		7-			70				
"	16902		X			70	5949	70		70
8/31/70	17695-		X			70				
Expelled										



SA153

Sixteen (16) Radio Officers Who Commenced Sailing and  
Became Members During the Period of the Viet Nam  
War and Subsequently Left the Industry.

NAME		BK. #					
RABORN ISAAC L		2652					
ADDRESS		TEL. #					
Box 954 Boerne, Texas 78006		512-324-246					
SS. #		IC. #					
456-24-3397		101619 71-9-547					
DATE OF ADMITTANCE		R-28206					
4-4-66							
DATE	DUES STAMP #	QUARTERS 1 2 3 4	YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
4-4-66	Init Fee	Pd.	Rct.	#5128		1,000.	
3/25/66	5163	X		66			
4/24/66	8114		X	66	FS94	66	3/5/66
4/16/66	8170		X	66			
12/15/66	8247	X		67			
4/13/67	8487	X		67	F1957	67	4/13/67
6/19/67	12235		X	67			
7/5/67	1148		X	67			
7/11/68	12223	X		68			
3/25/68	12297	X		68	F3830	68	3/25/68
7/11/68	1352		X	68		68	FS31
12/3/68	12855		X	68			
12/9/68	3113	X		69	F4353	69	11/18/68
12/4/69	14272	X		69			
12/2/69	15518		X	69			
11/6/70	15362		X	69	5333	70	1/5/70
3/20/70	16557	X		70			
7/11/70	17554		X	70			
7/11/70	17555		X	70			
					9/70	new	46-14
11/4/71	18589	X		71	6034	71	
4/11/71	629	X		71			
4/27/71	1161		X	71			
	1162		X	71			
1/12/72	4227	X		72	7580	72	1/72
1/2/72	und card						16425

*Sixteen (16) Radio Officers Who Commenced Sailing and Became Members During the Period of the Viet Nam War and Subsequently Left the Industry.*

[illegible]



*Sixteen (16) Radio Officers Who Commenced Sailing and Became Members During the Period of the Viet Nam War and Subsequently Left the Industry.*

BK. # 2828

TELE. 617-987-0860

2

22' 018-22-8618

431.333-D.

LIC • FCC T1-1-1064

~~116651173898~~

DATE OF ADMITTANCE 7-1-69

[illegible]

SA156

Sixteen (16) Radio Officers Who Commenced Sailing and  
Became Members During the Period of the Viet Nam  
War and Subsequently Left the Industry.

NAME		BK. #							
VERLANDER, WARREN H.		2838							
ADDRESS 412 East Charles St, Hammond, La. 70401		TELE. # 504- 345-2965							
SS 433-24-8153 95154		LIC. R27408							
DATE OF ADMITTANCE OCT. 1, 1969									
DATE	DUES STAMP #	QUARTERS				STRIKE & F.F.	YR.	BLOG. FUND	MISC.
		1	2	3	4				
10/1/69	13854					69 F5213	69		2000
7/1/69	15041					69	69	F1757	9/3/69
11/21/70	15961	X				70			1/24/71
2/24/70						5266	70		
5/22/70	16793					70			
6/22/70	17924					70			
9/18/70	17999					70			
11/15/71	19509					71 6444	71		
4/6/71	532					71			
7/1/71	1417					71			
10/26/71	1754					71		11/71	6453.57
2/24/72	5116					72 1472	72		
4/24/72	391					72			
8/24/72	843					72		8/72	6453.57
Please see									



SA157

Sixteen (16) Radio Officers Who Commenced Sailing and  
Became Members During the Period of the Viet Nam  
War and Subsequently Left the Industry.

NAME YORK, ROBERT BK. # 2667  
1508 Sidney Baker Hwy.  
Apt. 9  
Kerrville, Tex. 78028  
LIC. #

DATE OF ADMITTANCE		7/6/66				YR.	STRIKE & P.F.	YR.	BLDG. FUND	MISC.
DATE	DUES STAMP	1	2	3	4					
7/1/66	Int. Fee Pd						Ret 40/6		\$1000-	
6/1/66	D 6042		X			66				
10/4/66	D 6695			X		66				
1-5-67	D 7315	X				67	F1512	67		1-5-67
4/25/67	D 8684		X			67				
8/10/67	D 10811			X		67				
11/9/67	D 11335			X		67				
1/5/68	D 12409					68	F3224	68		1/5-68
4/1/68	D 404		X			68		68	F220	4/1/68
7/18/68	D 2143			X		68				
10/3/68	D 2310			X		68				
1/3/69	2271	X				69	4277	69		1/3/69
5/12/69	13806		X			69			1738	5/12/69
8/26/69	10514			X		69				
10/30/69	14959			X		69				
3/3/70	16712	X				70	5275	70		
4/20/70	16763		X			70				
7/28/70	18270			X		70				
10/19/70	18834			X		70				
7/7/71	8051		X			71	6295	71		
"	8052		X			71				
"	8053		X			71				
Express										

10011267

**Radio Officers Commencing Employment After April  
1, 1967 and Thereafter Paid \$2,000 Initiation Fee.**

NAME **ABRAMSON EARL I** *409 RA, DK. 2807*  
 ADD **3047 25th Ave. West** *TELE. 915-928-6835*  
**Seattle Wash. 98199** *409 RA, Seattle*

SS # **543-30-0382** *1246 259<sup>IC</sup> R28711*

DATE OF ADMITTANCE **1/6/69** *11-12-69*

DATE	DUES STAMP #	QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4					
1/6/69	Unit Fee					4829				
1/6/69	3-21	X				69 4398	69			
3/6/69	13320		X			69	69	1145		
5/1/69	13577			X		69				
	13575				X	69				
11/21/70	15792	X				70 5788	70			
4/24/70	16566		X			70				
7/7/70	17559			X		70				
8/18/70	17667			X		70				
12/23/70	18546	X				71 6005	71			
4/5/71	287		X			71				
7/9/71	919			X		71				
9/28/71	1170			X		71				
2/2/72	215	X				72				
1/4/72	1936		X			72 6865	72			
5/12/72	177			X		72				
9/19/72	1043			X		72				
11/27/72	1217	X				73 1057	73			
4/24/73	443		X			73				
5/2/73	1025			X		73				
8/20/73	4082			X		73				
12/28/73	252	X				74 7927	74			
3/13/74	1174		X			74				
5/13/74	1728			X		74				
8/13/74	4061			X		74				

**RADIO OFFICERS COMMENCING  
EMPLOYMENT AFTER APRIL 1,  
1967 AND THEREAFTER PAID  
\$2,000 INITIATION FEE**



SA159

Radio Officers Commencing Employment After April  
1, 1967 and Thereafter Paid \$2,000 Initiation Fee.

SHEET NO		ACCOUNT NO		NAME		ADDRESS		CREDIT LIMIT	
TERMS		RATING		DATE		ITEMS		FOLIO	
SS 543-32-0382		2 1246259		12/23/67		Laurine		3rd T 11/23/67	
R 28711				11/30/67		Mempora		3rd only 11/16/68	
				2/23/68		E. Howell		only 11/11/68	

SA160

Radio Officers Commencing Employment After April  
1, 1967 and Thereafter Paid \$2,000 Initiation Fee.

NAME

ARCHONTOU THOMAS  
258 Whiteman St.  
Fort Lee, N.J. 07024

BK. # 2847

TELE. # 201-461-8227

AUL-1291

77-2-3314

LIC. # 11-2-3314

SS 086-34-1474

Z 123455

USCG #8802

DATE OF ADMITTANCE 1/5/70

DATE	DUES STAMP #	QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4					
1/5/70	Unit. fee	X				70				200.00
10/6/70	15482	X				70	F 550	68		10/6/70
3/30/70	17000	X				70	F 6993	70		7/2/70
8/19/70	18713				X	70				
8/24/71	4014				X	70				
"	4015	X				71	6398	8/90	note	86.56
6/14/71	1098		X			71				
8/19/71	1619			X		71				
10/20/71	2137				X	71			1/72 Vac	117.76
7/2/72	4653	X				72			" "	25.11
9/13/72	6955	X				72	3177	72		7/2/72
"	6956			X		72			9/72	170.16
7/22/73	1646				X	72				
4/10/73	4018	X				73	9135	73		
5/17/73	2042	X				73			7/73 Vac	280.66
9/25/73	4611			X		73				
10/3/73	1627				X	73				
2/1/74	1311	X				74	9492	74		5/4/74
7/17/74	2219		X			74				
"	2220			X		74				



SA161

Radio Officers Commencing Employment After April  
1, 1967 and Thereafter Paid \$2,000 Initiation Fee.

7-8-77

SHEET NO. \_\_\_\_\_ ACCOUNT NO. AV 1-1291

NAME ARCHONTOU, THOMAS P.

ADDRESS 3647 BROADWAY NYC 10031

TERMS \_\_\_\_\_

RATING \_\_\_\_\_

CREDIT LIMIT \_\_\_\_\_

DATE	ITEMS	FOLIO	DEBITS	DATE	ITEMS	FOLIO	CREDITS
	Am Exp			5/67	Exp/Champion	9/18/67	
	Special Exp			10/11/67	Independence	10/25/67	
	Barner Exp			10/25/67	Exp/Out Aide	11/1/67	
	Am Exp/Out			3/7/68	Flying Team	4/2/68	
	Monroe			6/24/68	Monroe	8/19/68	
					Removal	10/6/68	

SA162

Radio Officers Commencing Employment After April  
1, 1967 and Thereafter Paid \$2,000 Initiation Fee.

NAME		BK. # 2866								
AUDLER Oliver C.		TELE (904) 246-7173								
ADDRESS 1915 Eastern Drive		JACKSONVILLE BEACH, FLA 32050								
438-34-7975		2780319-D3								
DATE OF ADMITTANCE 4/5/70										
DATE	DUES STAMP #	QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4					
4/1/70	17375					69	69			200-
4/1/70	17376					70				1/1/70
	17377					70	6213	70	242-	4/1/70
7/1/70	17953					70				
10/21/70	18837					70		1970	Vac	26.44
5/24/71	19375					71	6172	71		
	655					71				
10/1/71	1736					71		1271	Vac	270.35
	1737					71				
1/31/72	3898					72	7465	72		
4/4/72	352					72				
7/7/72	598					72		7/72	Vac	135.5
10/14/72	903					72				
6/1/73	1041					73				
	1042					73				
11/26/73	4542					73		11/73	Vac	26.44
11/26/73	4543					73	10562	73		
2/21/74	531					74				
	532					74	8334	74		
7/1/74	7120					74				
	7210					74				



*Radio Officers Commencing Employment After April 1, 1967 and Thereafter Paid \$2,000 Initiation Fee.*

[illegible]

SA164

Radio Officers Commencing Employment After April  
1, 1967 and Thereafter Paid \$2,000 Initiation Fee.

NAME BEGUIN STEPHEN 2796  
46 Severna Ave. 201-377-7269  
Springfield, N.J. 07081 B, Rochester  
716-377-1404

DATE OF ADMITTANCE 1/6/69

DATE	DUES STAMP #	QUARTERS				YR.	STRIKE & F.F.	YR.	BLDG. FUND	MISC.
		1	2	3	4					
1/6/69	Init. fee									
							1-4/75	68		2000-
								68	F495	5/19/68
							4-7/66	69		1/1/69
1/7/69	2773					X	69	69	F2273	5/11/69
"	2774	X				69				
9/4/69	D15182		X			69				
12/1/69	16066			V		69				
"	16067				X	69				
"	16068	X				70				
1/31/70							6902	70		1/31/70
3/24/70	16972		X			70				
7/23/70	18247					70				
11/17/70	19188					70				
2/8/71	4068					71	6736	71		
7/8/71	1503					71		8/71	1100	1685
"	1504					71				
11/3/71	2171					71		12/71	1100	12398
6/6/72	4674					72				
"	672					72	8163	72		
1/10/73	1615					72		4/72	1100	26325
"	1616					72				
"	75					73	8275	73		
5/1/73	4079					73		1/73	1100	6705
5/23/73	2071					73		7/73	1100	1807
10/1/73	4671					73				
11/2/73	1427					74				
"	1428					74	9500	74		
1/74	4214					74				





SA166

Radio Officers Commencing Employment After April  
1, 1967 and Thereafter Paid \$2,000 Initiation Fee.

NAME BIRK. KYLE

BK. # 2849

912-638-3477

E. # (203)

415 Ashantilly Ave.

St. Simons Island, Ga. 31522

739-8365

SS. 329 22 0455

578180

LIC. # 8900

DATE OF ADMITTANCE

1/5/70

12-2-46/P

DATE	DUES STAMP #	QUARTERS				YR.	STRIKE & F.F.	YR.	BLOC. FUND	MISC.
		1	2	3	4					
1/5/70	Cont. Fee									2000
10/5/69	15903			X		69				
	15804				X	69				
1/5/72	8736	X				70	7551	70		
	8737		X			70				
	8738			X		70				
	8739				X	70				
	8740	X				71				
	3983		X			71				
	3984			X		71				
	3985				X	71	7552	71		
	3986	X				72	7553	72		
1/10/73	1689		X			72				
	1690			X		72				
	1691				X	72				
	1466	X				73	9187	73		1/9/73
12/24/73	4869		X			73				
	4870			X		73				
	4871				X	73	4844	74		12/1/73



Radio Officers Commencing Employment After April  
1, 1967 and Thereafter Paid \$2,000 Initiation Fee.

SHEET NO. 0455 NAME Birk, Kyle L. ACCOUNT NO. 203-739-8100  
 TERMS SS 329 22 ADDRESS SAUNDERS POINT, NANTIC, CONN. 203-739-8365  
 CREDIT LIMIT Z 576180  
R 8900

DATE	ITEMS	FOLIO	DEBITS	DATE	ITEMS	FOLIO	CREDITS
				11/2/67	EX PORT COURIER	Trained	3/1/68
			Trained	3/19/68	Memorandum only	7/1/68	
			Memorandum	7/3/68	Flying, Underwater only	11/1/68	
			Surf oil	7/29/69	Surf-dear only	11/1/69	

**Reply Affidavit of Edwin A. Steinberg.**

STATE OF NEW YORK {  
COUNTY OF NEW YORK } ss.:

EDWIN A. STEINBERG, being duly sworn, deposes and says:

1. I am the attorney for the American Radio Association, AFL-CIO and am submitting this affidavit in reply to plaintiff's supplemental affidavit sworn to on November 12, 1974.

2. I wish only to comment on plaintiff's allegations as to his opportunity to review all of the relevant documents which he has requested. At the close of the hearing I requested that the plaintiff state in open court what additional records and documents he wished to examine, and to have the court establish a time and place for plaintiff to accomplish this purpose.

3. In connection therewith the court was advised that the request by plaintiff for disclosure of union records pertaining to radio officers who had returned during the Korean war could not be complied with due to the fact that this would constitute an onerous burden and that many records which had been maintained during this period of time no longer existed. In addition it was pointed out that this request had no relevancy inasmuch as individuals returning during the early 1950's would have done so prior to the institution of the hiring hall system which was in effect at the time plaintiff returned to the industry. The American Radio Association was therefore not required to comply with this request for disclosure except in the case of individual radio officers whose files plaintiff might seek to examine.

4. Plaintiff thereupon stated that he wished to examine the Homer, Spoonmore and Hajim files, and the court



*Reply Affidavit of Edwin A. Steinberg.*

directed that this be done at the union offices on October 23, 1974. On that date plaintiff appeared, and from approximately 2 p.m. to 4:30 p.m. on that date each of the said files was made available to him and copies were made of each and every document which plaintiff requested. The only papers which could not be given to plaintiff at that time consisted of certain documents relating to the Hajim file which could not be Xeroxed, due to the fact that they were in negative, i.e., white on black. The union advised plaintiff that they would have these papers photostated for his use if he would agree to pay the cost thereof. This was done and on October 25, 1974 I personally sent these additional documents to the plaintiff at his home address.

5. Plaintiff was thus given access to all of the documents which he thought relevant to his case, and copies were made available to him.

6. In addition the records of sixteen (16) individuals who had become members of the union during the period of the Viet Nam war were also made available. These records were made a part of Bernard L. Smith's supplemental affidavit filed with the court on October 23, 1974.

7. It might be pointed out that plaintiff had telephoned me subsequent to his receipt for the additional documents from the Hajim file and requested that he be given the opportunity to again examine this file inasmuch as he thought that I had withheld certain documents. I thereupon advised plaintiff that he had received all of the papers which he had requested, and that he would receive no further opportunity to reexamine any file. With respect to plaintiff's "Pleadings in Opposition" attached to his supplemental affidavit, I will comment on only two points, the first being that the Spoonmore matter can easily be differentiated from those cases to which the Smith affidavit

*Reply Affidavit of Edwin A. Steinberg.*

sworn to on September 6, 1974 (Paragraph 8) refers, in that Spoonmore was reinstated on December 10, 1951 when a different constitutional provision was in effect and prior to the institution of the hiring hall system. Plaintiff's reference to the statement contained in paragraph 26 of the same Smith affidavit is also inaccurate in that the ten (10) men listed therein were individuals who lost their membership prior to the implementation of the hiring hall and returned subsequent thereto. Spoonmore was obviously not included in this list inasmuch as he had returned to the industry in 1951.

8. It does not appear that the plaintiff by his supplemental papers has introduced any new evidence which would support his contention that there is a triable issue of fact, and defendant's motion should therefore be granted in its entirety.

(Sworn to by Edwin A. Steinberg, November 15, 1974.)



**Affidavit of Walter Prang.**

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

WALTER PRANG, being duly sworn, deposes and says:

1. I am employed by the American Radio Association, AFL-CIO and submit this affidavit in support of the allegations contained in the annexed affidavit of Edwin A. Steinberg.

2. I was personally present on October 23, 1974 during the time plaintiff was at the union offices for the purpose of examining certain files. I personally handed to the plaintiff the Spoonmore, Hajim and Homer files as well as plaintiff's own file. For the better part of the two and one-half (2½) hours that plaintiff examined these documents I was personally present in the same room and made copies of each and every document which he requested. Plaintiff was given a full opportunity to read all of the material given to him and in addition, I observed him making copious notes with reference thereto.

3. I reaffirm the statement contained in Mr. Steinberg's affidavit with regard to the Hajim file, and hereby affirm, under penalty of perjury, that those papers which I was not able to Xerox were personally taken by me to the Columbia Photoprint Company, 14 East 39 Street, New York, New York, where copies were made of 19 separate pages which had been requested by the plaintiff.

4. At approximately 4:30 p.m. on October 23, 1974 plaintiff advised that he had completed his examination of the files and in reply to a question as to whether there was any further material which he wanted, plaintiff responded that he had received everything that he needed except the nineteen (19) pages from the Hajim file which had to be photostated.

(Sworn to by Walter Prang, November 15, 1974.)

**Reply Affidavit of Richard P. Lerner, in Support of  
Motion for Summary Judgment.**

STATE OF NEW YORK { ss.:  
COUNTY OF NEW YORK }

RICHARD P. LERNER, being duly sworn, deposes and says:

1. I am associated with the firm of Lorenz, Finn, Giardino & Lambos, attorneys for defendant, and am fully familiar with all of the facts and circumstances herein.

2. This affidavit is made in reply to plaintiff's supplemental affidavit of November 12, 1974 and incorporates the Reply Affidavits (dated November 15, 1974) submitted herewith, of Edwin Steinberg, Esq., attorney for the American Radio Association, AFL-CIO (ARA) and Mr. Walter Prang, an employee of the ARA.

3. Upon remand by the Court of Appeals defendant moved for summary judgment on the ground that plaintiff had failed to state a claim upon which relief can be granted, in that:

Plaintiff was properly discharged pursuant to the union security clause of the contract between defendant and the American Radio Association, AFL-CIO, since plaintiff was not a member of the union at the time of his discharge by virtue of the fact that he had failed and refused to pay the initiation fee which was uniformly required by the union constitution and which was regularly demanded of those in plaintiff's position.

4. That there is no genuine issue of fact and that defendant is entitled to summary judgment as a matter of law is clear from the:

A. Affidavit (and attached Exhibits) of Captain C. E. Whitcomb, defendant's Manager of Marine Personnel, dated September 4, 1974, submitted in support of defendant's motion for summary judgment;

B. Affidavit (and attached Exhibits) of Bernard Smith, Secretary Treasurer of the ARA, dated September 6,



*Reply Affidavit of Richard P. Lerner.*

1974, submitted in support of defendant's motion for summary judgment;

- C. Testimony of numerous witnesses including Mr. Smith and Captain Whitcomb, taken during the hearings held on October 15th and 18th, 1974, as well as the exhibits offered by plaintiff during the hearings;

and

- D. Supplemental Affidavit of Bernard Smith (and attached Exhibits) dated October 23, 1974, which affidavit was requested by the Court.

5. Plaintiff's supplemental affidavit does nothing more than raise questions of law, already decided against him by the Court of Appeals, and contains allegations which are not relevant herein and which are, in and of themselves, erroneous.

6. *Firstly:* The questions concerning the constitutionality and statutory legality of the union security provision of the contract and the ARA hiring hall practices and procedures have already been decided against plaintiff by the Court of Appeals. Clearly, that decision is res judicata.

7. *Secondly:* Neither the question of plaintiff's 1969 NLRB complaint—which he withdrew—concerning the ARA hiring hall practices, nor the question of his ARA group status (which also arose in 1969) has the slightest bit of relevancy herein. *Plaintiff was not employed by defendant when those questions arose.* Additionally, those questions concern his relationship with the ARA, not the defendant. Moreover, they have already been considered by the Court of Appeals and have been rejected.

8. *Thirdly:* There is not one iota of evidence in the record to support plaintiff's baseless claim that the ARA coerced defendant into not reemploying him. To the con-

*Reply Affidavit of Richard P. Lerner.*

trary, the record conclusively establishes that the defendant did not reemploy plaintiff because to have done so would have been a breach of the contract's union security provision.

9. *Fourthly*: Captain Whitcomb did inquire about the reason for the ARA's action and was informed that plaintiff had failed to pay the required initiation fee (Transcript of October 15, 1974 Hearing—last two pages of Captain Whitcomb's testimony supplied to the Court by plaintiff). In any event, his inquiry of the ARA is not relevant herein.

10. *Lastly*: Plaintiff has been supplied with all of the documents and information pertinent and relevant herein. In fact plaintiff has attached most of those items to his supplemental affidavit and/or entered them as exhibits at the October hearings. Furthermore, on October 15, 1974, in open Court, plaintiff was offered the opportunity to go through defendant's files which had been brought from New Orleans, but chose not to do so.

11. Plaintiff's claim is totally devoid of substance. The uncontradicted record conclusively establishes that:

A. Plaintiff was not a member of the ARA because he failed and refused to pay the initiation uniformly required by the union constitution and regularly demanded of those in his position;

and

B. That he was discharged by defendant pursuant to the contract's union security clause.

Accordingly, plaintiff has failed to state a claim for breach of contract upon which relief can be granted.

WHEREFORE, it is respectfully requested that defendant's motion for summary judgment be granted.

(Sworn to by Richard P. Lerner, November 26, 1974.)



Letter from Appellee's Counsel to Appellants.

September 5, 1974

Mr. Archie Peltzman  
8725 16th Avenue  
Brooklyn, New York 11229

Dear Mr. Peltzman:

In response to your request for specific items of information please be advised as follows:

1. A copy of the Master's letter to you and the Crew Information Form executed by yourself and the Master are the only correspondence from the Master. The former is in your possession. A copy of the latter is enclosed.

2. The ARA and the company did not correspond concerning the union's refusal to issue you clearance by virtue of your failure to pay the ARA's initiation fee and company's refusal, pursuant to the union security clause, to re-employ you.

3. The company did not correspond with the American Merchant Marine Institute concerning your "cause of action".

4. We have requested copies of the articles for the three voyages of the SS Green Ridge during which you served, as well as, subsequent voyages of the Green Ridge from various Coast Guard Offices throughout the United States. We expect them to be forwarded to the New York office. We have been informed by the Senior Shipping Commissioner that you will be permitted to view them. We will contact you further concerning this item.

5. William C. Kanopke, Master of the Green Ridge, resides at 1562 South Shan Drive, Mobile, Alabama.

*Letter from Appellee's Counsel to Appellants.*

Mr. Archie Peltzman

September 5, 1974

6. You were replaced by Raymond R. Spoonmore who served aboard the vessel until it was sold for scrap during July of 1973.

7. The company has never discharged an officer in circumstances similar to yours. We understand that unlicensed seamen are not referred for employment if they are in dues arrears and accordingly, the company would not have occasion to have discharged any unlicensed seamen pursuant to the union security clause contained in its contract with the union representing unlicensed seamen.

Very truly yours,

LORENZ, FINN, GIARDINO & LAMBOS  
Attorneys for Defendant  
Central Gulf Lines, Inc.

By \_\_\_\_\_  
Richard P. Lerner

RPL:ld  
Enclosure



SA177

*Letter from Appellee's Counsel to Appellants.*

September 5, 1974

Mr. Archie Peltzman  
8725 16th Avenue  
Brooklyn, New York 11229

Dear Mr. Peltzman:

This is to advise you that the Articles and Log Books for two voyages of the SS ~~Green Ridge~~ are presently in the possession of the United States Coast Guard Shipping Commissioner, Battery Park Building, New York, New York 10004. The voyages are:

- a. Voyage 22 - 12/29/70 - 5/26/71
- b. Voyage 27 - 8/1/72 - 12/26/72

We have been informed by G. Ferrero, Senior Shipping Commissioner that you should contact him in order to view the Articles and any portion of the Log Books pertaining to yourself. He may be reached at 212-264-1340.

We will notify you as soon as we have been informed that the other Articles requested have been forwarded to the New York office of the United States Coast Guard.

Very truly yours,

LORENZ, FINN, GIARDINO & LAMBOS  
Attorneys for Defendant  
Central Gulf Lines, Inc.

By

Richard P. Lerner

RPL:ld

cc: Mr. G. Ferrero

SA178

*Letter from Appellee's Counsel to Appellants.*

September 9, 1974

Mr. Archie Peltzman  
8725 16th Avenue  
Brooklyn, New York 11229

Dear Mr. Peltzman:

We have been informed that the Articles and Log Books for the Green Ridge's voyages ending September 28, 1970 and November 15, 1971 have been forwarded to the New York office of the U. S. Coast Guard.

Very truly yours,

Richard P. Lerner

RPL:ld

cc: Mr. G. Ferrero



SA179

*Letter from Appellee's Counsel to Appellants.*

September 11, 1974

Mr. Archie Peltzman  
8725 16th Avenue  
Brooklyn, New York 11229

Dear Mr. Peltzman:

We have been informed that the Articles and  
Log Books for the Green Ridge's voyages ending August 22,  
1972 and April 20, 1973 have been forwarded to the New  
York office of the United States Coast Guard.

Very truly yours,

Richard P. Lerner

RPL:ld

cc: G. Ferrero, Shipping Commissioner

SA180

*Letter from Appellee's Counsel to Appellants.*

September 16, 1974

Mr. Archie Peltzman  
8725 16th Avenue  
Brooklyn, New York 11229

Dear Mr. Peltzman:

We have been informed that the Articles and Log Books for the Green Ridge's voyages ending August 27, 1971 and March 10, 1972 have been forwarded to the New York office of the United States Coast Guard.

Very truly yours,

Richard P. Lerner

RPL:ld

cc: G. Ferrero, Shipping Commissioner



SA181

*Letter from Appellee's Counsel to Appellants.*

September 23, 1974

Mr. Archie Peltzman  
8725 16th Avenue  
Brooklyn, New York 11229

Dear Mr. Peltzman:

We have been informed that the Articles and Log Books for the Green Ridge's voyages ending December 23, 1970 and July 20, 1973 have been forwarded to the New York office of the United States Coast Guard.

Very truly yours,

Richard P. Lerner

RPL:ld

cc: G. Ferrero, Shipping Commissioner

SA182

*Letter from Appellee's Counsel to Appellants.*

October 7, 1974

Mr. Archie Peltzman  
8725 16th Avenue  
Brooklyn, New York 11219

Dear Mr. Peltzman:

In response to your telephonic request for information, please be advised as follows:

1. Captain Hans H. Reisvaag resides at 811 Threadneedle Street, Houston, Texas 77024; telephone number 713 497-7517. He is presently on the Green Springs which is due back on October 28, 1974.
2. Captain William C. Kenopke, as you were previously informed, resides at 1562 South Shan Drive, Mobile, Alabama; telephone number 206 661-4367. Captain Kenopke is presently on the Green Port on a voyage to the Far East and is due back in mid-December.
3. The company believes that the deck log book for the SS Green Ridge covering the period May 26 to May 28, 1971 is no longer in its possession - the vessel having been sold in 1973. However, a search of its files and warehouse will be made and if the log book is available the entries for those days will be forwarded. Any entry of consequence would, of course, be contained in the official log book for the Green Ridge which, as you are aware, is in the custody of the Shipping Commissioner.
4. A copy of your telegram to the company has been requested and will be forwarded as soon as it is received from the company's New Orleans office.

Very truly yours,

Richard P. Lerner

RPL:ld  
cc. Captain C. E. Whitcomb



SA183

*Letter from Appellee's Counsel to Appellants.*

October 10, 1974

Mr. Archie Peltzman  
8725 16th. Avenue  
Brooklyn, N.Y. 11219

Dear Mr. Peltzman:

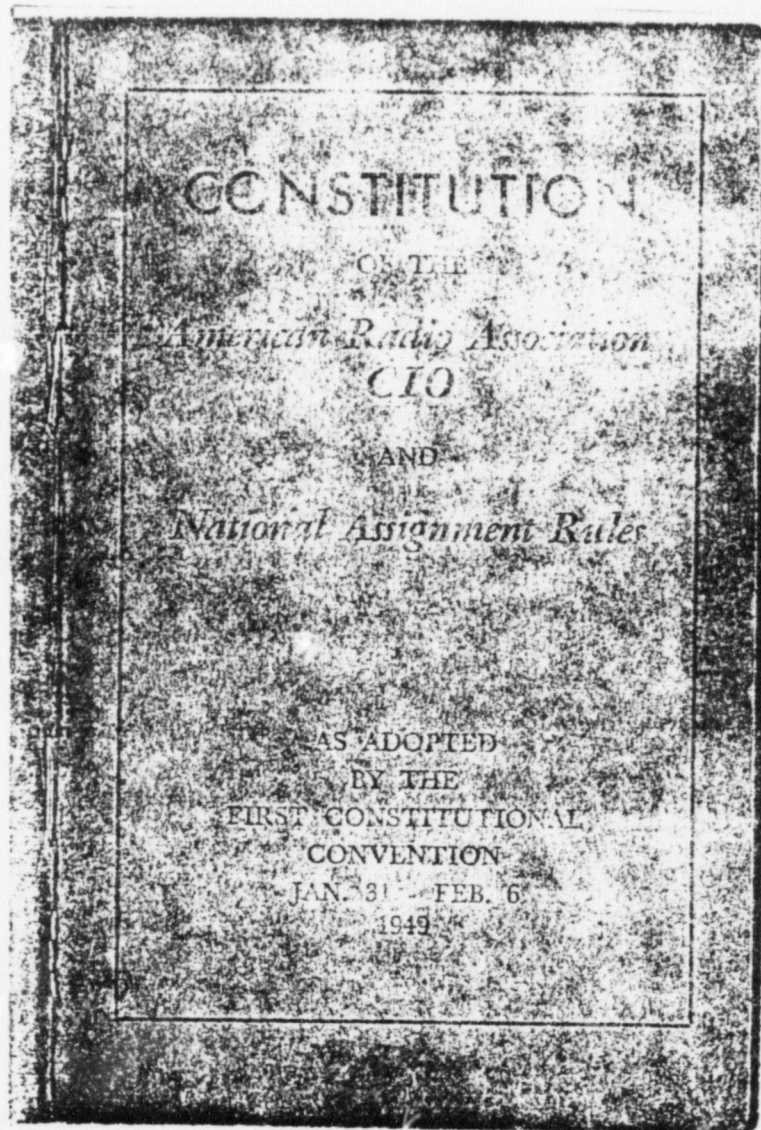
As requested, enclosed is a copy of your  
telegram to the Company and its response.

Very truly yours,

Richard P. Lerner

SA184

Excerpts from 1949 National  
Assignment Rules of ARA





Excerpts from 1949 National  
Assignment Rules of ARA

*National Marine Assignment Rules*

\* \* \*

NATIONAL ASSIGNMENT LIST

Rule 4. (a) A National assignment list shall be maintained by the Union. Such list shall be posted in each Branch office of the Union.

Rule 4. (b) The Assignment List shall be composed of three columns of names of members of the Union. These three columns shall be designated as follows: Active: Those members not defined as employed who are ready to accept employment. Inactive: Those members who are unemployed but are not ready to accept employment. Members designated as Inactive will not be offered employment. Employed: 1. Those members who are actually employed on a job, whether such job shall be union or non-union, ashore or afloat, where a Radiotelegraph license is required.

31

2. Those members who are standing by a job.

3. Those members who are being penalized as determined by these rules or regular membership meeting for any infraction of these rules.

Rule 4. (c) The Assignment List shall be considered confidential and shall not be divulged in whole or in part to any non-member of the Union.

\* \* \*

32

SA186

Excerpts from 1949 National  
Assignment Rules of ARA

\* \* \*

**REGISTERING ACTIVE FROM INACTIVE**

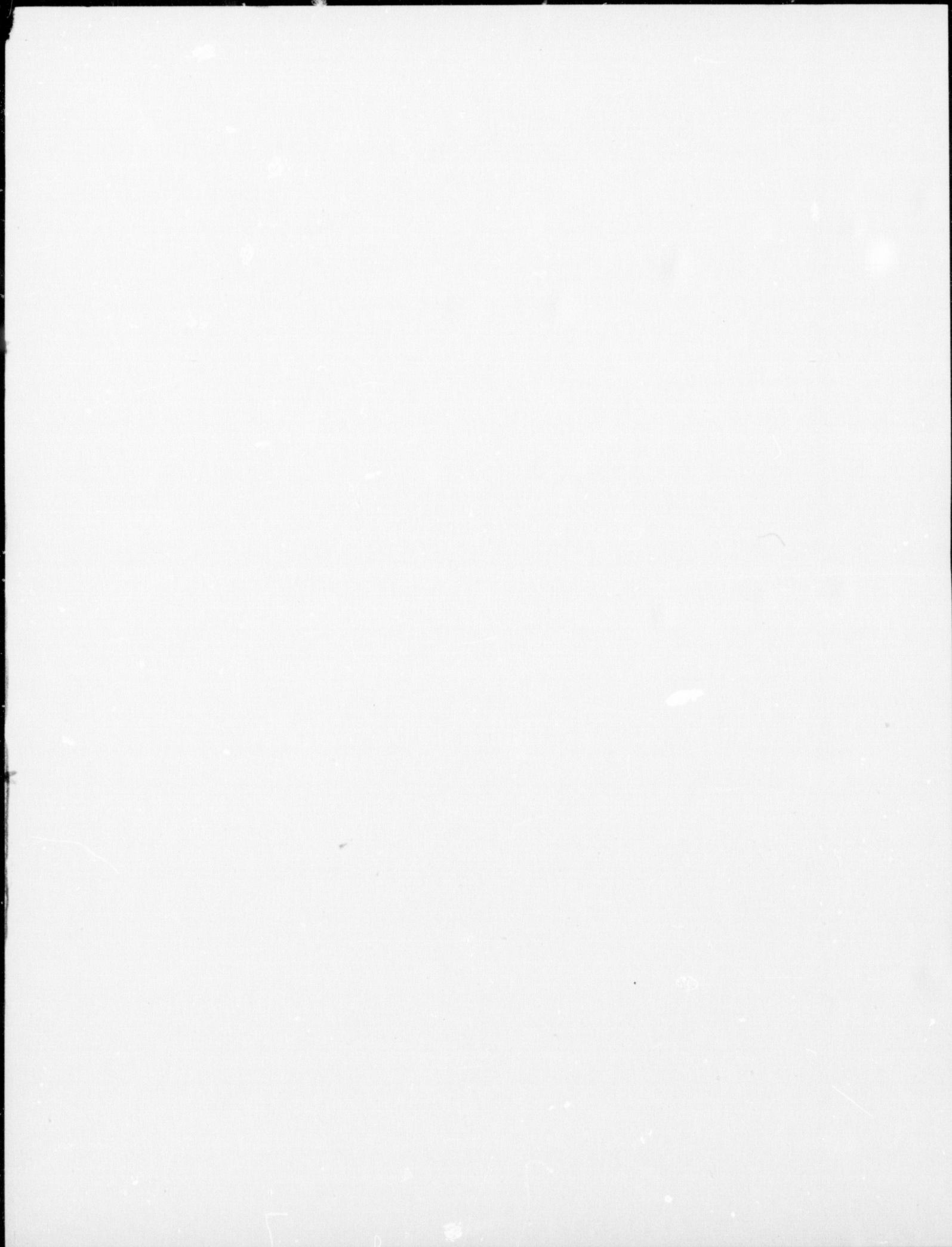
Rule 16. When a member whose name is designated as Inactive on the Assignment List shall desire to be designated as Active and receive offers of employment, such member shall give written notice to the Assignment Committee. The Assignment Committee shall issue a clearance certifying acceptance of the request and date of effect. The member shall not be designated as Active and offered employment until one week after such notice shall have been accepted.

**REGISTERING ACTIVE OR  
INACTIVE FROM EMPLOYED**

Rule 17. When a member, whose name is designated as Employed for any reason, shall desire to be designated as Active or Inactive such member shall give written notice to the Assignment Committee and shall be granted an Official clearance, provided, that the Committee shall first determine by inspection of the Membership Book of such member and such other records as may be necessary to determine that the member is in good standing as defined in the Constitution.



(57809)





UNITED STATES COURT OF APPEALS  
FOR THE SECOND CIRCUIT

ARCHIE PELTZMAN,  
Plaintiff-Appellant,

vs.

CENTRAL GULF LINES, INC. (sued herein as "CENTRAL  
GULF STEAMSHIP COMPANY")

Defendant-Appellee.

ON APPEAL FROM DECISION OF THE UNITED STATES DISTRICT  
COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

**AFFIDAVIT  
OF SERVICE**

STATE OF NEW YORK,  
COUNTY OF NEW YORK, ss.:

Rose Rinella, being duly sworn, deposes and says that she  
is over the age of 18 years, is not a party to the action, and resides  
at 951 East 17th Street, Brooklyn, New York, 11230  
That on April 9, 1975, she served 1 copies of Supplemental  
Appendix of Defendant-Appellee, Central Gulf Lines, Inc. and 2 copies  
of Brief for Defendant-Appellee

ARCHIE PELTZMAN, Esq.,  
8725 16th Avenue,  
Brooklyn, New York 11214

by delivering to and leaving same with a proper person or persons in  
charge of the office or offices at the above address or addresses during  
the usual business hours of said day.

Sworn to before me this  
9th day of April, 19 75

*John V. Desposito*  
JOHN V. DESPOSITO  
Notary Public, State of New York  
No. 30682800  
Qualified in Nassau County  
Commission Expires March 20, 19 77

